

IFB NO: S-1381

COMMUNITY PROJECT FUNDING

CITY PARKS IMPROVEMENTS



Prepared by

CITY OF GARDEN GROVE
COMMUNITY SERVICES DEPARTMENT
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92842

IFB Schedule

<p>IFB Issued: September 19, 2025 Mandatory Job Walk: October 1, 2025 Questions Deadline: October 10, 2025 Bid Submittal Date: October 20, 2025</p>

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COMMUNITY PROJECT FUNDING

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Prepared by:

Janet Pelayo
Janet Pelayo
Community Services Deputy Director

Reviewed by:

Phil Carter
Phil Carter
Public Works Manager

Approved by:

John Montanchez
John Montanchez
Community Services Director

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PROJECT DESCRIPTION

COMMUNITY PROJECT FUNDING

CITY PARKS IMPROVEMENTS

City Parks Improvements at Jardin de los Niños Park, Haster Basin Park and West Haven Park. The project consists of, but is not limited to, the following:

Jardin de los Ninos Park located at 12534 Keel Avenue in the Buena Clinton neighborhood.

- Demolition of the current park playground equipment, concrete footings, site furnishings, rubberized surface and grass.
- City has purchased Burke playground equipment. Contractor will be responsible to receive and store.
- Installation of new playground equipment, rubberized surface, concrete paving and steel metal fencing with gate.

Haster Basin Park located at 12952 Lampson Avenue.

- Demolition of the current park playground equipment, concrete footings, playground surface, sand, concrete walkways, concrete wall, restroom building and foundations, site utilities and grass.
- City has purchased Burke playground equipment and Romtec Pre-Engineered Building Package. Contractor will be responsible to receive and store.
- Installation of new pre-engineered restroom building, site utilities, playground equipment, site furnishings, rubberized surface, concrete walkways, steel metal fencing with gate, irrigation system and real rock boulders.

West Haven Park located at 12252 West Street.

- Demolition of the current restroom building and foundations, concrete paving, site utilities, irrigation system, soil, grass and drinking fountain.
- City has purchased Romtec Pre-Engineered Building Package. Contractor will be responsible to receive and store.
- Installation of new pre-engineered restroom building, site utilities, concrete walkways, restoration of the electrical building, irrigation system, sod grass and drinking fountain.

The plans and specifications for this project have been approved by the City. The selected bidder will need to request all required city permits for this project.

Please Note:

A MANDATORY pre-bid meeting and job walk is scheduled for Wednesday, October 1, 2025, at 10:00 a.m. local time, and will begin at West Haven Park. We will then depart and proceed to complete a job walk at Haster Basin Park, followed by the last job walk at Jardin de los Niños Park. Please be on time. It is also recommended that all prospective bidders read the bid document prior to the pre-bid meeting and come prepared with questions. Bids will only be accepted from those contractors who sign-in and attend the mandatory pre-bid meeting and job walk at all three parks.

The City has provided plans and specifications regarding the three park sites, however, the contractor is ultimately responsible to verify measurements and ensure that they are accurate. Please arrive prepared to the mandatory pre-bid meeting and job walk to take your own measurements.

This project is assisted with funds provided by the United States Housing and Urban Development (HUD) Department through Community Project Funding (CPF). Ensure all Federal Attachments in the Bid Document and Contract Document are completed and submitted with the Contractor's Proposal.

Additionally, the Contract requires that the Contractor submit a fully completed “**Exhibit 15-G Construction Contract DBE Commitment**” form with bid package. The Contract DBE goal is **12%**. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and as amended in this Specifications. The Contractor will be required to pay the latest prevailing wage rates **per the State's Prevailing Wage Laws and the Federal Davis-Bacon Prevailing Wage Regulations, whichever is higher**, as established by the State of California, Department of Industrial Relations. Certified weekly payroll reports, monthly utilization and Davis-Bacon Regulation reports for the prime and all subcontractors will be required on this project.

Other than bid submittals, all aspects of this bid will be managed on the City of Garden Grove PlanetBids portal. Interested proposers are encouraged to register with the City by using the following URL/link: <https://www.planetbids.com/portal/portal.cfm?CompanyID=15118>

It is the responsibility of the bidder to maintain their profile and check the City's PlanetBids portal for all addenda and updates. Once bids are received, all correspondence will be sent via email and only to the authorized person named on the Bidder/Contractor Statement unless a designee is noted and approved by the person who is authorized to negotiate on behalf of the company. The City is not responsible for emails that are sent to spam files which may result in failure to comply with specified changes or meet bid deadlines.

Thank you for your interest in submitting a bid to the City of Garden Grove.

Respectfully,

Janet Pelayo
Community Services Deputy Director

INSTRUCTIONS TO BIDDERS

To All Prospective Bidders:

Enclosed are the construction plans, technical specifications, and proposal and contract forms for the subject project. Please submit your bid on the proposal form provided, **pages 10 through 51**, and include the Designation of Subcontractors and appropriate affidavit properly filled out. The Faithful Performance Bond and the Labor and Material Bond do not need to be submitted in the package as these will be requested from the lowest responsible bidder after the City Council approves the project.

In addition, all bidders are required to submit proof of the following in their bid package:

- Proof of current registration with the DIR (Department of Industrial Relations) for the General Contractor and all sub-contractors.
- Proof of a valid Type A-General Engineering Contractor's license and be in good standing with the California State Contractors License Board.
- Proof of valid contractor licenses for all sub-contractors whom must also be in good standing with the California State Contractors License Board.

Notices: **Please be advised of the following notices that apply to this bid:**

1. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide Department of Industrial Relations Registration Numbers for the General Contractor **and** all Sub-Contractors listed in your proposal.
4. Prevailing wages are required for this project as defined by Labor Code, section 1771. The Contractor will be required to pay the latest prevailing wage rates **per the State's Prevailing Wage Laws**, as established by the State of California, Department of Industrial Relations. Certified weekly payroll reports, monthly utilization and Davis-Bacon Regulation reports for the prime and all subcontractors will be required on this project

Prior to the IFB submission deadline, questions may arise regarding the specifications or administrative matters. Please direct all questions regarding this proposal process to Janet Pelayo, via email only, janetp@ggcity.org. Contact with other agency officers or employees regarding this bid process is prohibited without prior consent. Proposers that directly contact officers or employees risk disqualification. **All questions must be submitted in writing no later than Friday, October 10, 2025.** All questions will be addressed via an addendum and will be posted on the City's website via the Planet Bids portal for all to review. No questions shall be answered that are not submitted in writing, via email.

Respectfully,

John Montanez
Director of Community Services Department

SECTION 1 - NOTICE TO CONTRACTORS

A - INFORMATION FOR BIDDERS

1. Preparation of Bid Form: Bids must be submitted on the prescribed form. All blank spaces for bid prices and lump sum price for which the bid is made, must be filled in, in both words and figures. The signature of all persons signing shall be in longhand. The completed bid form shall be without alterations or erasures.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted.

It is the sole responsibility of the bidder to see that their bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered. No oral, telephonic or telegraph modifications will be considered.

Before submitting bids, bidders and their sub-contractors shall be licensed in accordance with the provisions of the Business and Professions Code.

The bidder shall state in words and figures, the unit prices or the specific sums, as the case may be, for which he/she proposes to perform the work as required by the specifications. **In case words and figures do not agree, the words shall govern and the figures shall be disregarded. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention and the totals will be corrected to conform.**

Failure by Contractor to fill in appropriate blanks in bid proposals may cause rejection of his/her proposal at the discretion of the City Project Manager.

2. Examination of Site, Drawings, etc.: Each bidder shall visit the site of the proposed work. They shall fully acquaint themselves with all conditions relating to construction and labor involved so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine any form, instrument, addendum or other document and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or to examine any form, instrument, addendum or other document or to visit the site and acquaint with existing conditions shall in no way relieve any bidder from obligation with respect to their bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
3. Withdrawal of Bids: Any bidder may withdraw their bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.
4. Agreement and Bonds: The construction agreement, which the successful bidder, as Contractor, will be required to execute and the forms and amounts of the bonds which it will be required to furnish at the time of the execution of the Agreement, are included in the Contract Documents, and should be carefully examined by the bidder. The Agreement and the Bonds will be executed in one original.

5. Interpretation of Drawings and Documents: If any person contemplating submitting of a bid for the proposed contract is in doubt as to the meaning of any part of the plans, specifications, or other proposed omissions from the drawings, etc., they may submit to City of Garden Grove (City) a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation by addendum duly issued and a copy of such addendum will be emailed to each person receiving a set of documents. City will not be responsible for any other explanation or interpretation of the proposed documents.

6. Opening of Bids: Bids will be opened **at 11:00 AM, on Monday, October 20, 2025** and publicly read aloud at the time set in the **ADVERTISEMENT FOR BIDS**.
7. Bidder's Security: If a bidder to whom an award is made, fails or refuses to execute the contract and furnish the required bonds, all within the time stated, said bidder's bond or check and the monies represented thereby, or the cash guaranty, shall be and remain the property of the City and shall be subject to deposit with the finance director of the City as other monies belonging to the City.
8. Other Requirements: The bidder's attention is specifically directed to the requirements of the Contract Documents with reference to insurance, maintenance of facilities at the site of the project, general conditions and special provisions for this project.
9. Award of Contract: The Contract will be awarded to the lowest responsible bidder, or bidders, complying with these instructions and with the **ADVERTISEMENT FOR BIDS**. City, however, reserves the right to reject any or all bids and to waive any informality in the bids received.
10. Lowest Responsible Bidder: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder must present evidence that they have successfully performed similar work of compatible magnitude or submit other evidence satisfactory to the City that their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.
11. Bidders Interested in More than One Bid: No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder or who has quoted prices of materials to the bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
12. Non-Collusion Affidavit: The City reserves the right, before any award of the contract is made, to require any bidder to whom it may make an award of the principal contract to execute a Non-Collusion Affidavit.

City also reserves the right to require that the principal Contractor, before awarding any subcontract, secure a Non-Collusion Affidavit from the proposed subcontractor.

13. Non-Discrimination Policy: City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be

discriminated against on the grounds of race, color or national origin in consideration for an award.

14. Effective July 1, 2014, a prime contractor is required to include the license number of a listed subcontractor which submitting a bid on any public work in California. The license number should be included in Section 3 – Designation of Subcontractors/References.

SECTION 1 - NOTICE TO CONTRACTORS (Continued)

B - ADVERTISEMENT FOR BIDS

1. Sealed Bids, marked “**COMMUNITY PROJECT FUNDING CITY PARKS IMPROVEMENTS**” **IFB NO. S-1381**, be received by the City Clerk’s Office at City Hall, 11222 Acacia Parkway, Garden Grove, California until **11:00 AM**, on **Monday, October 20, 2025** , at which time they will be publicly opened in the CH-1 Planning Meeting Room in City Hall (1st floor).

Bids are due to the City Clerk’s Office by **11:00 a.m. on Monday, October 20, 2025**. If submitting by mail, send to address listed below. Please call the City Clerk’s Office at 714-741-5040 to confirm your bid has been received. Late bids will NOT be accepted or considered for any reason, and will be returned to the bidder unopened.

**CITY OF GARDEN GROVE
C/O CITY CLERK’S OFFICE
CITY PROJECT NUMBER: IFB No. S-1381
(COMMUNITY PROJECT FUNDING CITY PARKS IMPROVEMENTS PROJECT)
COMMUNITY SERVICES DEPARTMENT
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840**

2. In conformance with Section 37931 of the Government Code, all bids shall be presented under sealed cover on the proposal form provided and accompanied by one of the following forms of bidder’s security:
 - a. Cash.
 - b. Cashier’s check made payable to the City of Garden Grove.
 - c. A certified check made payable to the City of Garden Grove.
 - d. A bidder’s bond executed by an admitted surety insurer, prepared on the forms provided and made payable to the City of Garden Grove.
3. The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered unless one of the forms of bidder’s security is enclosed with it.
4. A Surety Bond for payment of Labor and Material in the amount of 100 percent of the estimated total contract price and Faithful Performance Bond in the amount of 100 percent of the total contract price, both prepared on the forms provided, will be required at the time of signing the contract agreement.
5. The City reserves the right to reject the bid of any or all Bidders for any reason and to waive any informality or irregularity in the bids received. The City also reserves the right to withdraw this Invitation for Bids at any time for any reason without prior notice and the City makes no representations that the contract will be awarded to any Bidder responding to this Invitation for Bids.
6. The City also reserves the right to determine whether a Bidder is a responsible Bidder based on the Bidder’s trustworthiness, quality, fitness, capacity, experience, and ability to perform as required under this Invitation for Bids. Any Bidder, or any officer of such Bidder, or an employee of such Bidder who has a proprietary interest in such Bidder, who has been disqualified,

SECTION 1 - NOTICE TO CONTRACTORS (Continued)

removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation, may be determined to be a non-responsible Bidder.

A designee or designees of the Community Services Director shall perform the evaluation of a Bidder's responsibility. When the Community Services Director's designee determines that a Bidder is disqualified as non-responsible, the Community Services Director's designee shall mail to the affected Bidder the disqualification determination, the basis for the determination, and any supporting evidence that the Community Services Director's designee received or relied on relating to such determination.

Any Bidder, who disagrees or disputes the non-responsible determination, may appeal such rating or determination. Such appeal may only be taken by filing a written notice of appeal with the City Manager within five working days after the Community Services Director's designee has mailed notice of the rating or determination. Within five working days of the receipt of an appeal, the City Manager, or a designee of the City Manager who has not been involved in the evaluation of qualifications of contractors for the subject project, shall conduct a hearing on the appeal. During the hearing, the affected Bidder shall have the opportunity to rebut any evidence used as a basis for the non-responsible determination and to present evidence to the City Manager or the City Manager's designee hearing the appeal as to why the Bidder should be found responsible. Within five working days of the conclusion of the hearing, the City Manager or the City Manager's designee hearing the appeal shall issue a written decision on the appeal and such decision shall be final.

7. Any Bidder may file a protest letter in writing pertaining to the responsiveness of a bid. Protests shall be received by the Community Services Director or the Director's designee within five working days of the opening of bids. The City Council may consider protests in connection with its consideration of the award of the contract.
8. The prevailing rate of per diem wages is as set forth by the Director of the Department of Industrial Relations. Prevailing rates can be obtained from the State of California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>
9. Apprentices may be employed in conformity with Section 1777.5 and 1777.6 of the California Labor Code. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the trade at which he is employed. Information relative to employment of apprentices shall be obtained from the Director of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.
10. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file and available for inspection in the office of the State of California, Department of Industrial Relations, Division of Labor Statistics and Research.
11. In order to help eliminate combinations or schemes, which restrain free competition in the procurement of bids on public construction projects and, in compliance with a request from the Department of Justice, **the completion of the "Questionnaire to General Contractors" is mandatory for a valid bid.** Said questionnaire is found in Section 4 of this document and is to be returned with bid proposal.

SECTION 1 - NOTICE TO CONTRACTORS (Continued)

12. It is the policy of the City of Garden Grove to take positive steps to maximize the utilization of minority business enterprises in all contract activity administered by the City.

The Contractor will utilize his best efforts to carry out this policy in the award of THEIR subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members. For the purpose of this definition, minority group members are black, Hispanics, Asians, Native Americans, Alaskans, or Pacific Islanders.

13. No contractor or subcontractor may be listed on a bid proposal for a community services project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a community services project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Community Project Funding City Parks Improvement Project is assisted with funds provided by the United States Housing and Urban Development Department through Community Project Funding Program funds.

The work to be performed for this project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, and as amended in this Specifications.

The plans and specifications for this project have been approved by the City. The selected bidder will need to request all required city permits for this project.

SECTION 1 - NOTICE TO CONTRACTORS (Continued)

C. COMPLIANCE LANGUAGE FOR NOTICE OF INVITING BIDS

This is a federally assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. Applicable prevailing wage determinations are on file at the City of Garden Grove, 11222 Acacia Pkwy, Garden Grove, CA 92840 and is available to any interested party on request.

This is a HUD Section 3 Contract, and all Bidders/Proposers must commit to achieving established requirements, including benchmarks, for Section 3 workers and Targeted Section 3 workers to be considered a responsive bidder and eligible for a contract award. The Bidder/Proposer must submit a Declaration of Intent to Comply with Section 3 requirements, including benchmarks, in order to be a responsive bidder/proposer eligible for contract award. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

This project is subject to Build America, Buy America requirements. Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity **with each bid** or offer for an infrastructure project. The Build America, Buy America Act (BABA) requires that all of the iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. Under Sections 70912 and 70914, the BAP applies to the purchase of iron, steel, manufactured products, and construction materials for Covered Community Planning and Development (CPD) Programs when funds are used for the construction, alteration, maintenance, or repair of infrastructure, as defined by BABA.

SECTION 2 - CONTRACTOR'S PROPOSAL - Exhibit A

CONTRACTOR'S NAME: _____

THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

SUBJECT PROJECT: **COMMUNITY PROJECT FUNDING CITY PARKS IMPROVEMENTS
IFB NO. S-1381**

Potential Bidders:

ALL LINES ITEMS OF THE PROPOSAL MUST BE COMPLETED! PARTIAL BIDS WILL NOT BE ACCEPTED AND WILL BE DEEMED AS NON-RESPONSIVE! CONTRACTOR'S PROPOSAL MUST PROVIDE A BID FOR ALL THREE PARK PROJECTS. THE LOWEST RESPONSIVE BID WILL BE BASED ON TOTAL BID AMOUNT FOR ALL THREE PARK PROJECTS COMBINED.

The undersigned, having carefully examined the Plans and Specifications for the above subject project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the unit prices named in the following bid proposal:

BID PROPOSAL

HASTER BASIN PARK IMPROVEMENTS PROJECT

BID SCHEDULE

	ITEM NO.	DESCRIPTION	ESTIMATED	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	300-1.4	Mobilization (maximum 6%)	1	LS	\$ _____	\$ _____
2	300-1.4	Demolition / Clearing, Grubbing & Removal	1	LS	\$ _____	\$ _____
3	300-4.0	Grading & Drainage, Drain Pipe / Fittings, Gravel Sump, Sub-Grade Preparation, Trenching & Compaction	1	LS	\$ _____	\$ _____
4	300-6.2	Unclassified Fill	1	LS	\$ _____	\$ _____
5	303-6.0	6" Thick Concrete Paving w/ Steel Reinforcement and Sealant	1540	SF	\$ _____	\$ _____
6	304-2.0	Metal Fence & Gate Fabricate & Install	315	LF	\$ _____	\$ _____

7	313-2.0	Pre-Engineered Structure; Receive, Unload, Install Romtec Building Package including but not limited to: CMU Block Walls, Concrete Footings, Concrete Floor Slab, Roof System, Vents, Skylights, Wall Partitions, Metal Doors & Gates, Metal Downspouts, Electrical Cabinet, Lights, Anti-Graffiti Sealant and all plumbing fixtures and accessories products, signage, including all sewer, water, storm drain and electrical utilities per plans.	1	LS	\$	\$
8	315-2.0	Receive, Deliver, Unload, Install Playground Equipment, Trash Receptacles, Benches & Signage per plans	1	LS	\$	\$
9	316-2.0	Furnish and Install PIP Gezolan EPDM Resilient Playground Surfacing with raised rolled edge and compacted base	6,000	SF	\$	\$
10	317-2.0	Furnish and Install Electrical Conduit, Wiring and Boxes & Lid Covers per Electrical Plans	1	LS	\$	\$
11	801-2.0	Materials, Topsoil Placement, Compaction, Soil Preparation & Fine Grading	1	LS	\$	\$
12	801-4.10	Furnish and Install and Water new Sod Grass and Repair existing within project scope area	600	SF	\$	\$
13	801-12.1	Irrigation; Furnish, Install New mainline, remote control valves, valve boxes / lids, wiring, popup spray rotors / nozzles & new Calsence (8) Station Irrigation Controller	1	LS	\$	\$
14	801-13.2	Cobblestone; Furnish, Install and Grout 3"-5" Dia. "Sunburst" Cobblestone	320	SF	\$	\$
15	801-14.1	Furnish and Place New 3'-6" dia x 2'-6" high Granite Desert Sand Boulders	13	EA	\$	\$
16	803-3	Pressure Pipe; Furnish and Install domestic water lines and fittings with SCH 40 Sleeve and Backflow Prevention Device with locking metal cage per plans	1	LS	\$	\$

Haster Basin Park

Total Amount of Bid Figures

\$

Total Amount of Bid in Words

JARDIN DE LOS NINOS PARK IMPROVEMENTS PROJECT

BID SCHEDULE

	ITEM NO.	DESCRIPTION	ESTIMATED	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	300-1.4	Mobilization (maximum 6%)	1	LS	\$	\$
2	300-1.4	Demolition / Clearing & Grubbing & Removal	1	LS	\$	\$
3	300-4.0	Grading & Drainage, Drain Pipe / Fittings, Sub-Grade, Preparation, Trenching & Compaction	1	LS	\$	\$
4	300-6.2	Unclassified Fill	1	LS	\$	\$
5	303-6.0	6" Thick Concrete Paving w/ Steel Reinforcement & Sealant	50	SF	\$	\$
6	304-2.0	Steel Fence & Gate Fabricate & Install	186	LF	\$	\$
7	315-2.0	Receive, Deliver, Unload, Install Playground Equipment, Trash Receptacles, Benches & Signage per plans	1	LS	\$	\$
8	316-2.0	Furnish and Install PIP Gezolan EPDM Resilient Playground Surfacing	3,900	SF	\$	\$
Jardin de los Niños Park						
Total Amount of Bid Figures						\$
Total Amount of Bid in Words						

WEST HAVEN PARK IMPROVEMENTS PROJECT

BID SCHEDULE

	ITEM NO.	DESCRIPTION	ESTIMATED	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	300-1.4	Mobilization (maximum 6%)	1	LS	\$	\$
2	300-1.4	Demolition / Clearing, Grubbing & Removal	1	LS	\$	\$
3	300-4.0	Grading & Drainage, Drain Pipe/ Fittings, Gravel Sump, Sub-Grade Preparation, Trenching & Compaction	1	LS	\$	\$
4	300-6.2	Unclassified Fill	1	LS	\$	\$
5	303-6.0	Install 6" Thick Concrete Paving with Steel Reinforcement & Sealant (site area outside of building)	1300	SF	\$	\$
6	303-8.0	Furnish & Install CMU Block in place. Prime / Paint & Anti-Graffiti Sealant (Existing Electrical Room)	1	LS	\$	\$
7	306-2.0	Fabricate and Install new seamed metal roof system and all connections (Existing Electrical Room)	180	SF	\$	\$
8	313-2.0	Pre-Engineered Structure; Receive, Unload, Install Romtec Building Package including but not limited to: CMU Block Walls, Concrete Footings, Concrete Floor Slab, Roof System, Vents, Skylights, Wall Partitions, Metal Doors & Gates, Metal Downspouts, Electrical Cabinet Lights, Anti-Graffiti Sealant and all plumbing fixtures and accessories products signage, including all sewer, water, storm drain and electrical utilities per plans.	1	LS	\$	\$
9	317-2.0	Furnish and Install Electrical Conduit, Wiring, and Boxes & Lid Covers per plans	1	LS	\$	\$
10	801-2.0	Materials, Topsoil Placement, Compaction, Soil Preparation & Fine Grading	4,000	SF	\$	\$

11	801-4.10	Furnish, Install, Place and Water new Sod Grass and Repair existing within project scope area	4,000	SF	\$	\$
12	801-12	Irrigation; Furnish, Install New mainline, remote control valves, valve boxes / lids, wiring and Hunter I-40 popup spray rotors	3,000	SF	\$	\$
13	803-3	Furnish & Install new drinking fountain with new copper line domestic water service and shutoff ball valve and gravel sump	1	LS	\$	\$

West Haven Park

Total Amount of Bid Figures

Total Amount of Bid in Words

\$

GRAND TOTAL

Grand Total Amount of Bid Figures

Grand Total Amount of Bid in Words

\$

1. *The quantities listed for each item in the Proposal Bid Sheets are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and the BIDDER shall make his own estimates from the Construction Plans & Technical Specifications. In case of a variation between the Unit Price and the corresponding item Total shown by the BIDDER, the Unit Price shall be considered to be the Bid. The Bidder will be paid for each item by the actual quantity required and installed on the project. The City of Garden Grove reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Project Manager.*
2. *The City of Garden Grove desires to construct all improvements within these Construction Plans & Technical Specifications. However, the CITY reserves the right to reject portions or all of the above bid items if sufficient funds are not available, or the CITY determines it is not in the CITY's best interest to award the Contract.*

SECTION 1 - NOTICE TO CONTRACTORS (Continued)

NOTES:

1. In case of discrepancy between the words and figures, the words shall prevail.
2. The aforementioned quantities are approximate only, being given as a basis for the comparison of bids, and the City of Garden Grove does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work as may be deemed necessary or expedient by the Project Manager.

It is understood and agreed that:

(a) Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates established by the Director of the Department of Industrial Relations shall be posted by the Contractor at a prominent place at the site of the work.

The Federal Davis-Bacon Act prevailing wages apply to the work. If there is a difference in the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of Industrial Relations, for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the highest wage rate.

(b) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.

(c) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up their bid, nor will bidders be released because of errors.

(d) The undersigned is licensed in accordance with the laws of the State of California.

(e) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or on behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid; or any other person, firm or corporation to refrain from bidding, that the undersigned has not in any manner sought, by collusion, to secure for itself an advantage over any other bidder and that the unit prices proposed herein shall remain fully in effect for 90 calendar days from bid opening.

I declare under penalty of perjury that all statements or representations made herein are true and correct.

BIDDER'S NAME

AUTHORIZED SIGNATURE

DATE: _____

TYPE OF ORGANIZATION: INDIVIDUAL,
PARTNERSHIP OR CORPORATION

ADDRESS

TELEPHONE

FAX

Expiration Date

STATE OF CALIFORNIA LICENSE NUMBER

SECTION 3 - DESIGNATION OF SUBCONTRACTORS/REFERENCES

1. The undersigned certifies that the sub-bids of the following listed subcontractors have been used in making up this bid, and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the Community Services Manager, and in accordance with the applicable provisions of the Specifications.

Bidder's Name _____

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/LICENSE NUMBER Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of items of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
City State ZIP	Fax	<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
City State ZIP	Fax	<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
City State ZIP	Fax	<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
City State ZIP	Fax	<input type="checkbox"/> > \$15 million		

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of items of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP	Fax	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP	Fax	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP	Fax	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP	Fax	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL

USE THIS FORM WHEN BIDDER IS AN INDIVIDUAL

State of California)
County of Orange) ss.

(Name) _____, Affiant,
being first duly sworn, deposes and says:

That it is the bidder who makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Signature: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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

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

WITNESS my hand and official seal.

Signature _____

(seal)

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

USE THIS FORM WHEN BIDDER IS A CORPORATION

_____ affiant, the _____
Pres., Sec., or Mgr. Ofcr
 of _____
Name of Corporation

The corporation who makes the accompanying proposal, having first been duly sworn, deposes and says: That such proposal is genuine and not sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Signature
President, Secretary or Managing Officer

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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

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

WITNESS my hand and official seal.

Signature _____

(seal)

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

USE THIS FORM WHEN BIDDER IS A CO-PARTNERSHIP

_____, Affiant(s),
Being first duly sworn, each for itself deposes and says:

That _____
(Names of all Partners)

are partners, doing business under the firm name and style of

_____ and that said co-partnership
(Name of Firm)

makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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

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

WITNESS my hand and official seal.

Signature _____

(seal)

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

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

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

By: _____

(Title)

Date: _____

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

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

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

SECTION 4A

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____

[proposed subcontractor,] _____ hereby
certifies that he/she/it has , has not , participated in a previous contract or subcontract subject to
the Equal Opportunity clauses, as required by Executive Orders 10925, 1 1114, or 11246, and that,
where required, he/she/it has filed with the Joint

Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal
Government contracting or administering agency, or the former President's Committee on Equal
Employment Opportunity, all reports due under the applicable filing requirements.

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

Currently, Standard Form 100 (EEO-I) is the only report required by the Executive Orders or their
implementing regulations. (eeoc.gov/employers/eeol_survey/index.cfm)

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

Signature: _____ Date: _____

Print Name: _____

Title: _____

Equal Employment Opportunity Clause

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

Under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any community services contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

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

[NAME OF CONTRACT] _____

To the City of Garden Grove
DEPARTMENT OF COMMUNITY SERVICES.

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

Note: The above Noncollusion Affidavit is part of the Bidder's Proposal. By signing the Proposal, the Bidder has also signed this Noncollusion Affidavit.

Bidders are cautioned that making a false Certification may subject the Bidder to criminal prosecution.

Signature: _____ Date: _____

Print Name: _____

Title: _____

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

[illegible]

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

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

WITNESS my hand and official seal.

Signature _____

(seal)

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

- 1) All persons or firms, including subconsultants, must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to City of Toledo, Commissioner, Division of Purchases and Supplies.

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

--

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

Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- ☐ a. initial
b. material change

For Material Change Only:

year ____ quarter ____
date of last report ____

4. Name and Address of Reporting Entity

- ☐ Prime ☐ Subawardee
Tier ____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable ____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

☐
☐
☐
☐
☐
☐
☐
☐

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Federal Use Only:

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

An officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
13. Check whether or not a continuation sheet(s) is attached.

14. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

SECTION 3 CLAUSE

A. **Authority.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. **Contracting, Contract Certification and Compliance.** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 75 regulations.

C. **Notice.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this **Section 3 Clause**, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. **Subcontracts.** The contractor agrees to include this **Section 3 Clause** in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this **Section 3 Clause**, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. **Employment and Training Opportunities.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. **Noncompliance** with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

In order to verify income eligibility of new employees, the general contractor or subcontractors shall obtain two (2) forms of third-party income verification (i.e. pay stubs, benefit letters, 6 months of bank statements, etc) for each new hire under Section 3. General contractors and subcontractors

that qualify as Section 3 Businesses must self-certify their status and provide documentation demonstrating compliance with HUD's Section 3 requirements, as outlined in 24 CFR Part 75. This includes evidence of ownership or employment of Section 3 workers and/or targeted Section 3 workers, and efforts to provide economic opportunities to low- and very low-income persons.

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury: contractor/subcontractor has read the requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.

Signature

Print Name and Title

Signature

Print Name and Title

Date

SECTION 4B - PREVIOUS DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on; or completing a federal, state, or local government project because of a violation of law of a safety regulation?

Yes _____

No _____

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

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

SECTION 4C - QUESTIONNAIRE TO GENERAL CONTRACTORS

1. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?

Yes ()

No ()

2. If the answer to No. 1 is "yes," please explain the following details:

(a) Date(s):

(b) Name of person or group:

(c) Job involved (if applicable):

(d) Nature of threats:

(e) Additional comments:
(Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 20_____.

Name of Company

By_____

Title

SECTION 4C - QUESTIONNAIRE TO GENERAL CONTRACTORS (Continued)

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name_____.

List of last three contracts performed which show experience in work of a nature similar to that covered in this proposal. If none, so indicate.

<u>Year</u>	<u>Type of Work</u>	<u>Contract Amt.</u>	<u>Location</u>	<u>For whom Performed & Phone Number</u>

REFERENCES:

Following are the names, addresses and telephone numbers of firms or agencies with which you may confirm the past performances of the company in performing work of a similar nature and scope:

Firm/Address	Type of Work	Contact Person Telephone No.	Contract Amount

Bidder's Name:_____

Authorized Signature:_____

Date:_____

State of California Contractor's License No. _____

Contractor's License Expiration Date _____

SECTION 4D - CONTRACTOR'S QUESTIONNAIRE

1. List any lawsuit(s) filed against you or your firm over the past ten (10) years for breach or non-performance of contract:

2. List the results of any lawsuit(s):

3. List any claim(s) filed by subcontractors against you or your firm over the past ten (10) years:

4. List the results of each claim:

5. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your firm by the State Contractor's License Board:

6. List projects similar to the type applied for herein which you have worked on and how recently the project was performed:

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE, AND CORRECT.

Dated: _____

Contractor's Signature

Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: City of Garden Grove 2. Contract DBE Goal: 12%

3. Project Description: GARDEN GROVE PARK IMPROVEMENTS

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: <u>2163101280 REVISED</u> 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: <u>October 21, 2020</u> 24. Contract Award Date: _____				%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 25. Local Agency Representative's Signature: <u>John Montanez</u> 26. Date: <u>714-741-5200</u> 27. Local Agency Representative's Name: <u>Community Services Director</u> 28. Phone: _____ 29. Local Agency Representative's Title: _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature: _____ 17. Date: _____ 18. Preparer's Name: _____ 19. Phone: _____ 20. Preparer's Title: _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

DBE INFORMATION — GOOD FAITH EFFORTS

October 20, 2025

IFB NO. S-1381

The City of Garden Grove established a Disadvantaged Business Enterprise (DBE) goal of 12 % for this Project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

1. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication): .

Publication	Dates of Advertisement

2. The names and dates of written notices sent to certified DBEs soliciting bids for this Project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited Solicitation	Date of Initial and Dates	Follow Up Methods

3. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work Bidder Normally Performs	Breakdown of Amount Items	Percentage of Contract
--	---------------------------	------------------------

4. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE.

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

5. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

6. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

7. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

8. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

1. Name under which business is conducted _____

2. Signature (given and surname) of proprietor _____

3. Place of Business _____
(Street and Number)

City, State Zip Code

4. Telephone No. _____

5. E-Mail _____

IF A PARTNERSHIP SIGN HERE:

1. Name under which business is conducted _____

2. Signature (given and surname and character of partner) (Note: Signature must be made by a general partner)

3. Place of Business _____
(Street and Number)

City, State Zip Code

4. Telephone No. _____

5. E-Mail _____

IF A CORPORATION SIGN HERE:

1. Name under which business is conducted _____

(Signature)

(Title)

Impress Corporate Seal here

1. Incorporated under the laws of the State of _____

2. Place of Business _____
(Street and Number)

City, State Zip Code

3. Telephone No. _____

4. E-Mail _____

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

List below names of president, vice president, secretary and assistant secretary, if a corporation; if a partnership, list names of all general partners and managing partners:

SECTION 4E - BID BOND

Accompanying this Bid is

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co- partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

This Bid is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Project Manager's Estimate sheets that were received as part of the addenda.)

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

SECTION 4E

BID BOND

Bond No. _____

Premium _____

COMMUNITY PROJECT FUNDING CITY PARKS IMPROVEMENTS

IFB NO. S-1381

(10% of aggregate amount of bid)

(Not required if cash, cashier's check or certified check in the required amount accompanies the bid)

KNOW ALL PERSONS BY THESE PRESENTS: those we, _____

_____, As Principal and _____, as Surety, are held and firmly bound unto the City of Garden Grove, State of California, the sum of ten percent of the aggregate amount of bid, the payment of which we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

That the Surety's office is located at _____, California, Telephone No. _____ and the Surety is licensed to do business in the State of California, and the California resident agent for Surety is _____ California Insurance Agent License No. _____.

That the following clause must be completed if in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent _____

Non-resident agent's office address _____

Telephone No. _____.

The condition of the foregoing obligation is such that, whereas the above principal is about to submit to the Council of the City of Garden Grove a bid or proposal for the performance of the work therein mentioned, in compliance with the plans and specifications therefore, pursuant to published notice inviting bids:

Now, if the bid or proposal of the principal is accepted and the work awarded to the principal by the CITY, and if the principal shall fail or neglect to enter into a contract in accordance with the provisions of said bid or proposal and the accompanying Instructions and Information for Bidders, and to execute adequate faithful performance and labor and material surety bonds to the satisfaction of the CITY Attorney of the CITY, then the sum guaranteed by this bond is forfeited to the City of Garden Grove.

WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____ 20____.

Principal

By _____

Surety

By _____
Attorney-in-Fact

[ATTACH NOTARY ACKNOWLEDGMENT]

BIDDER/CONTRACTOR/CONSULTANT STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR/CONSULTANT HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Please Print (Name & Title of Authorized Representative)

Date

Phone Number

Email

Please note that the City of Garden Grove is now contracted with EBIX for insurance certificate management and review services. EBIX will collect the insurance requirements in the contract on behalf of the City. If you are awarded the contract, you will be contacted by EBIX regarding the insurance requirements listed in this bid in the sample contract. Please forward all insurance documents to EBIX directly per their instructions when contacted.

NOTE: All insurance certificates and endorsements must be received by or sent to EBIX within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process. Please do not send any insurance documents to the City but please use the following email address to send insurance documents to Ebix directly: ggcity@ebix.com.



STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the bid submitted to Furnish all Labor, Material, Tools and Equipment for the Furnish all Labor, Material, Tools, Equipment and Incidentals for the Woodbury Park Revitalization and Expansion Project, per the bid specifications as described in, and in response to City of Garden Grove IFB No. S-1340 was prepared in strict compliance with the instructions, conditions and terms listed in the IFB, Scope of Work/Bid Specifications and Sample Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

IFB Instructions and Terms & Conditions (Check One)

☐ No Exceptions Taken

☐ Exceptions Taken

Scope of Work/Bid Specifications (Check One)

☐ No Exceptions Taken

☐ Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

☐ No Exceptions Taken

☐ Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in IFB, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any bids that are not accompanied with the required documentation as described above.

Signature

Date

Printed Name and Title

Name of Proposer

(Attach a separate sheet(s) detailing each exception being taken, if applicable)

SAMPLE CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2025 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and _____, hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **COMMUNITY GRANT FUNDING CITY PARKS IMPROVEMENTS IFB NO. S- 1381**.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, the Federal Department of Housing and Urban Development is providing partial funding for this Contract to CITY through a Community Project Funding Program;

WHEREAS, CITY has solicited bids for a capital improvement project, hereinafter referred to as "PROJECT," more fully described as COMMUNITY GRANT FUNDING CITY PARKS IMPROVEMENTS, IFB NO. S-1381, in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. **STATEMENT OF WORK ACCEPTANCE OF RISK**

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. **ACCEPTANCE OF CONDITIONS OF WORK PLANS AND SPECIFICATIONS**

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its

subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

- A. This Agreement;
- B. Bonds covering the work herein agreed upon;
- C. All bid documents, including the Notice Inviting Bids, the Special Instructions to Bidders, the CONTRACTOR's proposal, (attached as Exhibit "A"), "Form HUD-4010," the Federal Labor Standards Provision of the United States (attached as Exhibit "B"), and "Standard Federal Equal Employment Opportunity Construction Contract Specifications," as established by Federal Executive Order 11246 (attached as Exhibit "C").
- D. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Community Services of CITY (hereinafter referred to as "DCS"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DCS, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed **Dollars \$** _____ **(xxxxxxx.xx)**, as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within **One Hundred Forty (140) working days** from the day the Notice to Proceed is issued by DCS, excluding delays provided for in this Agreement. ***CONTRACTOR to determine the order park projects will be completed.***

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and,

in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DCS. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DCS may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DCS, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DCS.

When directed to change the work, CONTRACTOR shall submit immediately to DCS a written cost proposal reflecting the effect of the change. Should DCS not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DCS and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **One Thousand Dollars (\$1,000.00)** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DCS shall grant a further period of time), notify DCS in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DCS shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

(a) A time extension;

(b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;

(c) Payment of an amount the CITY disputes;

(d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;

(e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or

(f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DCS (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DCS shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DCS shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DCS in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DCS's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the Community Services Director in writing, either within fifteen (15) days of receipt of the Community Services Director's response or within fifteen (15) days of the DCS's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DCS shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Project Manager shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled

from the time the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall

prevail subject to the provisions of this Section. DCS may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DCS shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month DCS will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DCS, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DCS finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DCS, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DCS, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DCS its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in

CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

19. INSURANCE

19.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

19.2 CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

19.3 CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

19.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and

their directors, officers, agents, and employees, as determined by the CITY, as additional insured's for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 2010, CG 2026, CG 20 33, or CG 20 38; **and** CG 2037) that conform to CITY's requirements, as approved by the CITY. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance, as approved by the CITY. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

19.5 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

If contractor maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher limits otherwise maintained by the CONTRACTOR.

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

20. CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVIS-BACON ACT.

A. General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

B. Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the

work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. Calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Project Manager. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

I. Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

21. TERMINATION

This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by

certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

Upon receipt of a termination action, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Garden Grove
ATTN: Janet Pelayo
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5200 Phone
(714) 741-5579 Fax

TO CONTRACTOR:

27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in Orange County.

32. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

33. CONSENT

Where CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

36. ENTIRETY

The foregoing, and Exhibits "A" through "C" attached hereto, set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties.

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

IN WITNESS THEREOF, these parties have executed this Construction Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
Lisa Kim
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

CONTRACTOR'S State License No. _____
(Expiration Date: _____)

By:

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

EXHIBIT B

**Federal Labor Standards Provisions
HUD 4010 Form
U.S. Department of Housing and Urban Development
Office of Labor Relations**

Federal Labor Standards Provisions Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be Previous editions obsolete Form HUD-4010, (10/2023)
ref. Handbook 1344.1 classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

2. The classification is used in the area by the construction industry; and

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

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the

classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and

payment bond sureties;

B. A contracting agency for its reprourement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A

contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv. Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an

investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its procurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a

contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are

unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part

1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and

Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions

will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 - 1.** The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 - 2.** The classification is used in the area by the construction industry; and
 - 3.** The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
 - 1.** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2.** The classification is used in the area by the construction industry; and
 - 3.** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- D. Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

- A. Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses

to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

- C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - 1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 - 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 - 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv. **Required disclosures and access**
- A. **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be

precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

- C. **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. **Rate of Pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio.** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii. **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- 7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. **Certification of eligibility.**
 - i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- 11. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
 - i. Notifying any contractor of any conduct which the worker reasonably believes constitutes violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.
- B. **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses

required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii. Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- 5. Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to

discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause. In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY. The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

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

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

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

EXHIBIT C

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin)
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban Central or South American, or other Spanish Culture or origin, regardless of race)
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands)
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
2. Whenever the Contractor or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it must physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice that contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) must be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor must implement the specific affirmative action standards provided in Section VII, Paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract must apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractors obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor must take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor must document these efforts fully and must implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all sites at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor must specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant; and minority and female referral from a union, a recruitment source or community organization; and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor; this must be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities or participate in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor must provide notice of these programs to the sources compiled under Section VII 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with onsite supervisory personnel such as superintendents, general foreman etc., prior to the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations: to schools with minorities and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor must send written notification to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these

employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities must be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of the affirmative action obligations (Section VII 7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section VII 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is underutilized).
10. The Contractor must not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor must not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 1 1246.
12. The Contractor must carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to

carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor must designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easy understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, must implement specific affirmative action steps, at least as extensive as those standards prescribed in Section VII 7, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive order, the implementing regulations, or these specifications, the director will proceed in accordance with 41 CFR Section 604.8.
15. Nothing herein provided will be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FAITHFUL PERFORMANCE BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____,
_____,
as Principal, and _____,
as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of _____

Lawful money of the United States, for the payment of which we bind heirs, our executors,
administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at _____,
telephone no. _____; the Surety is licensed to do business in the State of California; and the
California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: _____

Address: _____

Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a
party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated the _____ day of _____, 2025, with the CITY OF GARDEN GROVE for **COMMUNITY GRANT FUNDING CITY PARKS IMPROVEMENTS, IFB NO. S-1381**.
2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

FAITHFUL PERFORMANCE BOND (Continues)

Executed this ____ day of _____, 20____

Principal

Principal

By: _____
Surety

By: _____
Attorney-in-Fact

California Resident Agent

By: _____
Non-resident Agent - Attorney-in-Fact

[ATTACH NOTARY ACKNOWLEDGMENT]

LABOR AND MATERIAL BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____

_____,
as Principal, and _____, as Surety,
are held and firmly bound unto the City of Garden Grove, California ("CITY") in the sum of _____
Dollars (\$_____), lawful money of the United
States, for the payment of the sum, we bind heirs, our executors, administrators, successors, and
ourselves jointly and severally.

That the Surety's office is located at _____,
_____ telephone no. _____; the Surety is licensed to do business in the
State of California; and the California Insurance Agent's License No., address, and telephone no. are
as follows:

License No.: _____
Address: _____
Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a
party to the transaction:

Name of non-resident agent: _____
Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated _____ day of _____, 2020, with the CITY OF GARDEN GROVE for **COMMUNITY GRANT FUNDING CITY PARKS IMPROVEMENTS, IFB NO. S- 1381**.
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

LABOR AND MATERIAL BOND (Continues)

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this ____ day of _____, 20____.

Principal

Principal

By: _____
Surety

By: _____
Attorney-in-Fact

California Resident Agent

By: _____
Non-resident Agent - Attorney-in-Fact

[ATTACH NOTARY ACKNOWLEDGMENT]

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____
whose address is _____,
hereinafter called "owner", _____,
whose address is _____,
hereinafter called "contractor", _____,
and _____, whose address
is _____,
hereinafter called "escrow agent."

For the consideration hereinafter set forth, the owner, contractor, and escrow agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, the contractor has the option to deposit securities with the escrow agent as a substitute for retention earnings required to be withheld by the owner pursuant to the construction contract entered into between the owner and contractor for _____ in the amount of _____ dated _____ (hereafter referred to as the "contract"). Alternatively, on written request of the contractor, the owner shall make payments of the retention earnings directly to the escrow agent. When the contractor deposits the securities as a substitute for the contract earnings, the escrow agent shall notify the owner within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between the owner and contractor. Securities shall be held in the name of the, _____ and shall designate the contractor as the beneficial owner.

(2) The owner shall make progress payments to the contractor for those funds which otherwise would be withheld from progress payments pursuant to the contract provision, provided that the escrow agent holds securities in the form and amount specified above.

(3) When the owner makes payment of retentions earned directly to the escrow agent, the escrow agent shall hold them for the benefit of the contractor until such time as the escrow created under this contract is terminated. The contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the owner pays the escrow agent directly.

(4) The contractor shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the contractor and escrow agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest on the interest shall be the sole account of contractor and shall be subject to withdrawal by contractor at any time and from time to time without notice to the owner.

(6) The contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to the escrow agent accompanied by written authorization from the owner to the escrow agent that the owner consents to the withdrawal of the amount sought to be withdrawn by contractor.

(7) The owner shall have a right to draw upon the securities in the event of default by the contractor. Upon two days' written notice to the escrow agent from the owner of the default, the

escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the owner.

(8) Upon receipt of written notification from the owner certifying that the contract is final and complete, and that the contractor has complied with all requirements and procedures applicable to the contract, the escrow agent shall release to the contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) The escrow agent shall rely on the written notifications from the owner and the contractor pursuant to Sections (1) to (8), inclusive, of this agreement and the owner and contractor shall hold the escrow agent harmless from the escrow agent's release, conversion, and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the owner and on behalf of the contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the owner:

On behalf of the contractor:

On behalf of the owner:
Title

On behalf of the contractor:
Title

Name

Name

Signature

Signature

Address

Address

On behalf of the escrow agent:
Title _____

Title _____

Name

Name

Signature

Signature

Address

Address

At the time the escrow account is opened, the owner and contractor shall deliver to the escrow agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner/Contractor _____

Dated: _____

Title/Title _____

Approved as to Form _____

City Attorney

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SECTION 6 - GENERAL CONDITIONS

1. GENERAL DESCRIPTION

The work shall consist of furnishing all material and equipment and performing all labor required to carry out the general intention in accordance with the Plans and Specifications.

2. DEFINITIONS

State: Shall mean the State of California or the City of Garden Grove as Applicable.

City Council: Shall mean the governing body of the City of Garden Grove.

Community Services: Shall mean the Community Services Department of the City of Garden Grove.

City: Shall mean the City of Garden Grove.

Project Manager: Shall mean the Community Services Manager or his/her authorized agent.

3. LOCATION

The work shall be constructed on land owned or controlled by the City of Garden Grove, at the sites shown on the plans.

4. CONTRACT

Within ten (10) calendar days after CITY award, the Contract shall be executed on the form enclosed herein by the successful CONTRACTOR. It shall be the responsibility of the CONTRACTOR to make an appointment within the above time limit to sign the Contract in the Project Manager's office and to discuss the construction operations with the Project Manager or his/her representative.

5. PERFORMANCE BOND

Refer to Construction Agreement.

6. RETENTION

Refer to Construction Agreement.

7. BEGINNING OF WORK

Refer to Construction Agreement.

8. TIME FOR COMPLETION

Refer to Construction Agreement.

SECTION 6 – GENERAL CONDITIONS (Continued)

9. LIQUIDATED DAMAGES

Refer to Construction Agreement.

10. STANDARD SPECIFICATIONS AND PLANS

"Standard Specifications" referred to herein shall be those published by the State of California, Department of Transportation, Standard Specifications 2018, and the "Greenbook" referred to herein shall be Standard Specifications for Public Works Construction, latest edition. The "Plans" referred to herein shall be those of the City of Garden Grove, Community Services Department, latest revision unless noted otherwise.

11. MATERIALS

Materials shall be new and in accordance with these specifications. Certified reports of material's inspections of materials required under this contract as specified herein shall be submitted and may be accepted by the Project Manager in lieu of actual chemical or physical tests in the field. Where a reasonable doubt exists in the mind of the Project Manager, however, he shall conduct all necessary tests to determine that the material in question meets the requirements of the specifications. The cost of making such tests shall be borne by the City of Garden Grove when the results indicate compliance with the specifications, otherwise, the expense of such tests shall be borne by the Contractor.

12. LICENSES, PERMITS, REGULATIONS AND ORDINANCES

At its sole cost and expense, Contractor and all sub-contractors shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this agreement. Contractor and all subcontractors shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this contract. The Contractor and any subcontractor shall have the proper state licenses for the work to be performed along with obtaining a City business license prior to commencement of their work.

Contractor shall secure a City of Garden Grove business license prior to working in the City of Garden Grove. The Contractor shall complete the permit process by paying all applicable fees and providing insurance, traffic control plans and information satisfactory to the City of Garden Grove. Contractor shall add the City of Garden Grove as an additional insured on the required liability insurance and to provide a copy of insurance to the City of Garden Grove.

The Contractor and all subcontractors shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. Any work performed, or materials or equipment furnished, which does not conform to said laws, ordinances, rules and regulations, shall be changed to conform thereto by the Contractor at his sole expense.

13. WORK OUTSIDE REGULAR HOURS

No work will be allowed outside regular working hours without the express permission of the Project Manager of City of Garden Grove, except work items as mentioned above and relating to maintenance and cleanup of the work area for the purpose of public safety and convenience. In the event, work outside regular hours is allowed, any extra expense incurred by the

SECTION 6 – GENERAL CONDITIONS (Continued)

CONTRACTOR shall be considered as being included in his bid prices and no extra compensation will be due for such work. The night work shall be lighted in a manner approved by the Project Manager.

The legal workday shall consist of eight (8) hours. Work may be completed between the hours of 8:00 AM to 4:30 PM unless otherwise specified. Should CONTRACTOR receive permission from the Project Manager to work overtime, the CONTRACTOR shall pay \$250.00/hr. for the City's inspector due to the CONTRACTOR's overtime work. If the work involves material inspection or compaction testing, then contractor shall pay \$250/hr. for those services.

Workdays shall be restricted to Monday through Friday unless written request outlining substantial reasons for working on Saturdays, Sundays or contractual holidays is submitted to the Project Manager a minimum of forty-eight (48) hours in advance of the proposed non-contractual working day(s). If the work proposed is determined by the Project Manager as being in the best interest of the CITY, the necessary inspection will be provided.

If the reasons for such request are not deemed sufficient, the Project Manager may authorize inspection and survey services, if available, and such services shall be billed against the CONTRACTOR at the time and one-half salary rate plus fringe benefits for the personnel assigned to the project. Such services shall be paid to the nearest half-hour worked, subject to a minimum working period of two (2) hours.

Emergency repairs and pre-storm protective installations may be performed in project areas without written notice.

14. ORDER OF WORK

The method of conducting the work shall be subject to the approval of the Project Manager, or his/her authorized representative. (Refer to SECTION 7, ARTICLE 4 of these Specifications.)

15. PRECONSTRUCTION CONFERENCE

The CONTRACTOR, along with his field representative(s) and all subcontractors', shall meet with representatives of the City of Garden Grove before the start of construction. The CONTRACTOR will be notified regarding the exact time and place of the conference.

The CONTRACTOR shall submit a list of material suppliers to the Project Manager at the PRECONSTRUCTION Conference. He/ She shall also designate an employee to be responsible for this project other than the Project Superintendent. This employee shall have expertise, and shall be at the project site during all operations requiring supervision. As part of his responsibilities, he shall personally inspect the project site at least twice per day during operations, and twice per day on days when project remains in effect when no work is in progress.

A schedule of construction shall be submitted to the Project Manager at the PRECONSTRUCTION Conference.

SECTION 6 – GENERAL CONDITIONS (Continued)

16. QUANTITIES OF WORK

The quantities of work shown in the Proposal are approximate only and constitute the Project Manager's Estimate for this project. The CITY does not expressly or by implication agree that the actual amounts of work will correspond exactly with the Project Manager's Estimate.

The CITY reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Community Services Director.

17. LEGAL RELATIONS AND RESPONSIBILITY

General - In connection with laws to be observed and responsibility of CONTRACTOR, attention is directed to Section 7 of the Standard Specifications and to the laws therein applicable to this contract.

Labor - Attention is directed to the provisions and penalties applicable to workmen permitted to labor more than eight hours in a calendar day, to labor discrimination, and to employment of alien labor.

18. PROSECUTION OF WORK

The CONTRACTOR shall conduct the work in such a manner and with sufficient materials, equipment, and in the time limits set forth in the Specifications. Should the CONTRACTOR with the consent of the Project Manager discontinue the prosecution of the work for any reason, he/she shall notify the Project Manager at least twenty-four hours in advance of resuming operation.

19. EXAMINATION OF PREMISES

Contractors are required to visit the site before submitting proposals so as to satisfy themselves as to existing conditions in and around the project work area. No extra payment will be allowed by the CITY for failure to properly assess site work area and conditions.

20. TERMS OF CONSTRUCTION AS USED IN THESE SPECIFICATIONS

The present tense includes the past and future tenses; and the future the present.

The masculine gender includes the feminine and the neuter.

The singular number includes the plural; and the plural the singular.

"Shall or will" is mandatory and *"may"* is permissive.

21. RECORD DRAWINGS

The CONTRACTOR shall keep a complete set of Record Drawings at the job site. Contract Drawings shall be legibly marked showing each actual item of record construction including:

- A. Measured depths of elements in relation to fixed datum points.
- B. Measured horizontal and vertical locations of underground utilities with reference to permanent surface improvements.

SECTION 6 – GENERAL CONDITIONS (Continued)

- C. Field changes of dimensions, locations and/or materials with details as required to clearly delineating the modifications.
- D. Any details not in the original Contract Drawings developed by the CITY or the CONTRACTOR through the course of construction necessary to clarify or modify the Contract Drawings.
- E. Each month, the contractor will submit updated as-built plan to the Project Manager for review as a condition of payment for monthly progress payment. Progress pay will be withheld until as-built plans are brought up to date.

At the end of the project, CONTRACTOR shall submit to the Project Manager of Garden Grove "As-Built" prints prior to the CITY acceptance of the work. The prints shall indicate in red all deviations from Project Plans. Failure by CONTRACTOR to submit "As-Built Plans" may cause delay in final payments.

22. SUBMITTALS

The CONTRACTOR shall submit for approval by the Project Manager such material, samples, product specifications/brochures, certified mix designs, warranties material certifications, operations and maintenance manuals and equipment as may be required, whether mentioned specifically herein or not.

23. SUPERINTENDENCE OF LABOR AND COMPETENCY

The CONTRACTOR, or an experienced superintendent authorized to act for him, shall be continually in charge of the work. Information given by the Project Manager to the CONTRACTOR's superintendent or his authorized representative shall be as binding as though given to the CONTRACTOR in person. In addition, there shall be a qualified and experienced foreman in charge of each branch of work. No workman, foreman, or superintendent shall be continued on the work that, in the judgment of the Project Manager, is negligent or incompetent.

24. PROTECTIONS AND INSURANCE

Refer to Construction Agreement.

25. SUBCONTRACTORS

No subcontractors will be recognized as such. All persons engaged in the work of construction will be considered as employees of CONTRACTOR, and CONTRACTOR will be held directly responsible for their work. No contract or any portion thereof may be assigned without the written consent of the Project Manager.

26. CLAIMS/LEGAL ACTIONS AGAINST THE CITY

It is the intent of this contract, that the Contractor shall and will indemnify and hold harmless the City of Garden Grove, its officers and employees from all claims, suits or actions regardless of the existence or degree of fault or negligence on the part of the City. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstruction or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

SECTION 6 – GENERAL CONDITIONS (Continued)

In the event claim/legal actions are brought against the City, immediately it will be referred to the Contractor. Failure by the Contractor, for any reason to indemnify, defend and save harmless the City, the City shall deduct from any money due to Contractor reasonable expenses that the City staff or consultant working for the City have incurred in processing, investigation, defending any claims/legal actions brought against the City.

27. SATISFACTION OF LIENS

Prior to judicial determination of any claim or claims in accord therewith, the CITY may apply an amount withheld to the payment and satisfaction of subcontractors for labor and services rendered and materials furnished. In so doing the CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered as a payment made under the Contract by the CITY to the CONTRACTOR, the CITY shall not be liable to the CONTRACTOR for any such payment made in good faith provided that such payment shall not be made except by court order if the CONTRACTOR furnished a bond satisfactory to the CITY to indemnify the CITY against any lien or claim.

If any lien or claim should remain unsatisfied after final payment to the CONTRACTOR, the CONTRACTOR, upon demand, shall refund to the CITY any money that the latter may be compelled to pay to discharge such lien or claim, including all costs and reasonable attorney's fees.

Before the CITY will make the final payment to the CONTRACTOR, the CONTRACTOR shall furnish the CITY with lien releases from all subcontractors and suppliers of material, together with a certified statement that the releases represent all the materials furnished and all the subcontractors engaged for the work.

28. DISPUTED WORK

If the CONTRACTOR and the CITY are unable to reach agreement on disputed work, the CITY may direct the CONTRACTOR to proceed with the work. Payment shall be as later determined by arbitration, if the CITY and the CONTRACTOR agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the CONTRACTOR shall keep and furnish records of disputed work in accordance with Section 9-1.04 of the Standard Specifications.

29. CLEAN UP

The CONTRACTOR shall protect and care for all work until final completion and acceptance.

During construction, the CONTRACTOR shall keep the site free and clean from all rubbish and debris, and the site must be cleaned up within one day after the Project Manager gives him/her notice.

At the time of the completion of the work, the CONTRACTOR shall remove from the site and the vicinity of the work all plant equipment, buildings and other temporary facilities, all used or unused materials belonging to him/her or used under his/her direction during construction. He/She shall remove all debris and rubbish from the site of the work before he/she makes application for acceptance of the work.

SECTION 6 – GENERAL CONDITIONS (Continued)

30. LEGAL HOLIDAYS

No work shall be scheduled on a legal holiday. The following are City Holidays that will need to be acknowledged during this project: July 4th (Independence Day); First Monday in September (Labor Day); November 11th (Veteran's Day); Fourth Thursday in November (Thanksgiving Day); Day after Thanksgiving; December 25th (Christmas Day); January 1st (New Year's Day); third Monday of January (Martin Luther King Jr. Day); third Monday of February (President's Day); and, last Monday of May (Memorial Day).

31. PAYMENTS

Refer to Construction Agreement.

32. PAYMENT OF TAXES

The contract prices paid for the work shall include full compensation for all taxes which the CONTRACTOR is required to pay, whether imposed by Federal, State, or local government, including, without being limited to, Federal Excise Tax and Federal Transportation Tax.

33. SCHEDULE OF CONSTRUCTION

The CONTRACTOR shall submit to the Project Manager a schedule of construction for approval. The schedule of construction shall list in detail and proper sequence the various construction items for the job. No changes shall be made to the sequence of construction in the approved schedule without the written approval of the Project Manager. The schedule of construction shall be submitted in accordance with Section 8-1.02 of the Standard Specifications with the following exceptions:

- A. The CONTRACTOR shall submit a written proposed progress schedule to the Project Manager for review and approval before starting construction.
- B. The CONTRACTOR shall be responsible for furnishing a schedule on a form, which meets the Project Manager's approval.
- C. The CONTRACTOR shall be responsible for updating the schedule and, if requested, will provide an updated copy of the schedule at the end of each billing period.
- D. No payments of work completed shall be made until the subject schedule is submitted and approved.

The schedule of construction shall list in detail and proper sequence the various construction items for the job. The Project Manager shall be notified before any change is made in the sequence of construction.

34. SAFETY PROVISIONS

The CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The CONTRACTOR shall maintain the work site in a clean, safe and workmanlike manner. The **project site** shall be secured with a six-foot (6') high chain link construction fence or as directed by the CITY Community Services Director.

SECTION 6 – GENERAL CONDITIONS (Continued)

All costs involved in maintaining the work site in a clean and safe manner shall be included in the various items of work and no additional compensation will be allowed. With the approval of the City Project Manager, The Contractor may establish temporary "No Parking Tow Away" zones adjacent to the work zone. Establishment of such zones shall be coordinated with the Garden Grove Police Department, (714) 741-5704, and the City's Traffic Project Manager, (714) 741-5189.

35. GUARANTEE

Refer to Construction Agreement.

36. ENGINEERING AND SURVEY CONTROL

Control of the work shall be in accordance with Section 5 of the Standard Specifications and herein contained under Section 6 - General Conditions, with the following modifications:

The CONTRACTOR shall provide the services of a land Surveyor licensed in the state of California, for laying out survey control for the work.

37. COORDINATION OF DOCUMENTS

In case of conflict between the various contract documents, the order of precedence shall be as follows:

- 1. Special Provisions**
- 2. General Conditions**
- 3. Construction Plans**
- 4. City of Garden Grove Site Plans**
- 5. City of Garden Grove Community Services Department Specifications**
- 6. Caltrans Standard Specifications, 2018 Edition**
- 7. Standard Specifications for Public Works Construction, 2018 Edition**

The 2018 Standard Specifications shall apply to all phases of work not controlled by documents 1 through 5 above.

In case of conflict between the contract documents and the instructions and conditions of the invitation to bid, the contract documents shall have precedence.

In case of conflict, it is the contractor's responsibility to use best materials as approved by the Project Manager.

38. RIGHT-OF-WAY

It shall be the responsibility of the Contractor to conduct all of his/her activities and operations within the rights-of-way provided by the City and within the confines of the work site.

If, for any reason, the Contractor elects to encroach upon other lands adjoining rights-of-way or adjoining the work site, he/she shall first obtain written permission from the owner thereof and provide evidence of such permission in writing to the Project Manager prior to entering upon such lands.

SECTION 6 – GENERAL CONDITIONS (Continued)

The Contractor shall indemnify and hold the City harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this section and with permission or in violation of this section and without permission.

39. CONSTRUCTION SITE

The Project Manager shall, at all times, have a safe access to the site for purposes of inspection and testing. **Staging of equipment and material on the project site shall be performed and maintained in compliance with all safety regulations and requirements. Equipment and construction materials shall not be stored in streets, roads or highways at any time.**

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

40. TESTS

Tests, including compaction tests, shall be performed in accordance with the Standard Specification and this Specification. The Contractor, at its own expense, shall deliver the materials for testing to the place and at the time designated by the Project Manager. The Contractor shall notify the Project Manager no less than two (2) working days in advance of any required materials testing. The cost of making such tests shall be borne by the City when results indicate compliance with the specifications, otherwise, the expense of such tests shall be borne by the Contractor.

41. COMPLIANCE WITH LAW

CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

42. NO WAIVER OF CONDITIONS

CONTRACTOR agrees that waiver by CITY of any one or more of the conditions of performance under this contract shall not be construed as waiver of any other condition of performance under this contract.

43. CORPORATE AUTHORITY

The persons executing this contract on behalf of the parties hereto warrant that they are duly authorized to execute this contract on behalf of said parties and that by so executing this contract; the parties hereto are formally bound to the provisions of this contract.

44. MODIFICATION

This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by the CITY and the CONTRACTOR.

45. WAIVER

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and the CONTRACTOR.

SECTION 6 – GENERAL CONDITIONS (Continued)

46. CALIFORNIA LAW

This Agreement shall be construed in accordance with the laws of the State of California.

47. INTERPRETATION

This Agreement shall be interpreted as though prepared by both parties.

48. PRESERVATION OF AGREEMENT

Should any paragraph, clause or provision of this agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, or provision construed and interpreted, and all remaining provisions shall remain valid and enforceable.

49. MUTUAL AGREEMENT

The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this contract.

50. NOTICE OF COMPLETION

Contractor shall certify in writing to City, prior to final payment, that the entire project is complete and request that City issue a Notice of Completion. Within a reasonable time thereafter, City and Contractor shall make an inspection. If the City does not consider the project complete, it will notify the Contractor in writing giving its reasons the list of work to be completed or corrected and shall be accepted by the City prior to recordation of the Notice of Completion and final payment.

51. HAUL ROUTE PLAN

Prior to the start of construction, the Contractor shall submit three copies of a haul route plan to the Project Manager for review and approval. Plan shall delineate route and type of contractor and subcontractor vehicles from point of inception to work site, and return to point of inception.

The Contractor shall demonstrate that he has given full consideration to the possible impacts to the surrounding and adjacent properties and that the proposed plan provides the least possible impact. Safety appropriate to haul trucks will be required at all items. Haul truck route to be free of debris, material at the end of the working day, and cleaned continuously during the hauling operation.

52. NOTICE

Contractor shall Document, Video, Photograph Contractor's Activity Areas, Supplier's, Trucking, Subcontractor's, Storage Yard, Existing Structures, Signs, Street Lights, Traffic Signals, Driveways, Pre-existing Conditions and Elevations. CONTRACTOR shall deliver a copy to the Project Manager for their acceptance Ten (10) working days prior to commencing ALL activities on the Project Site.

Prior to the start of construction operations, the Contractor shall notify the Police and Fire Departments of the CITY, giving the approximate starting date, completion date, and the name and telephone of responsible persons who may be contacted at any hour in the event of a critical condition requiring immediate correction.

SECTION 6 – GENERAL CONDITIONS (Continued)

At least two weeks prior to starting work, the Contractor shall deliver notices to all agencies, firms, institutions, postal service, residents, hospitals, schools, stores, utilities and waste disposal service fronting or affected by the construction. At least 48 hours before working on a street, the contractor shall contact the residents and businesses of that street by written notice to provide information as to the type of work, closure, type of inconvenience and the expected duration. The written notice shall be a tag shape and be hanging on doorknobs and all parked vehicles on the street. In the event of a delay after the notice has been delivered, the contractor shall provide an updated notice to the residents and businesses. After construction completion on the street, the contractor shall collect any notices that are not picked up by the residents or businesses.

If applicable, the notices shall also include a statement that parking will be restricted as called for on the “NO PARKING” signs to be posted within the affected areas. All public notices shall be reviewed and approved by the CITY prior to distribution.

The printed notices shall be furnished by the CONTRACTOR.

SECTION 7 - SPECIAL PROVISIONS

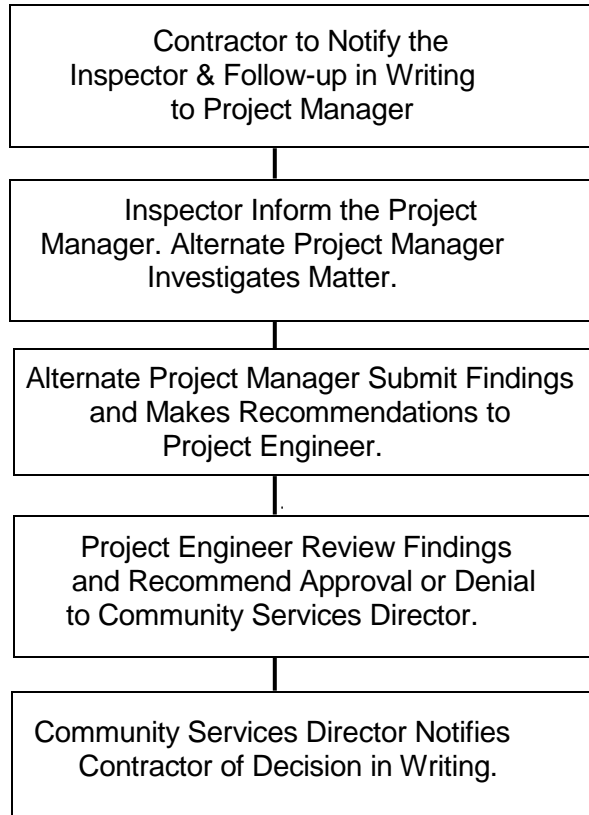
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SPECIAL PROVISIONS PART I

ARTICLE 1 - CONTRACT ADMINISTRATION PROCEDURES

For any type of problems, changed conditions, plan interpretations, progress billings and etc.



If Contractor disagrees with the decision, the City will direct the Contractor to proceed with the work, subject to the provisions of Subsection 5-1.43. If a notice of potential claim is filed under the provisions of Subsection 5-1.43, Contractor shall provide daily extra work reports per Subsection 9-1.04.

All daily extra work reports shall be delivered to the Project Manager within 24 hours of performance of such extra work.

The Contractor shall notify the Community Services Director through the inspector in writing within three (3) working days following the discovery of any conflicts and/or difficulties, and before they are disturbed of existing conditions. The Contractor's failure to give written notice of changed conditions within the time required (Ten calendar days) shall constitute a waiver of any potential claim.

It shall be the responsibility of the Contractor to initiate, to meet and confer, and try to resolve in good faith pending claims against labor, materials and equipment, potential and disputed claims, extra work, corrections and repairs, and any other claims associated with the project.

At the final inspection, Contractor shall provide a list of all claims, proceeding from notices of potential claims previously submitted under the requirements of the Contract, for which he intends to file claims.

Contractor shall also arrange to meet and confer on the listed claims within 15 days of the final inspection. Time of the meeting shall be within this 15-day period.

If on the day of final inspection Contractor fails to set such meeting or provide the list of claims, the project will not be accepted and working days will continue to accrue. If these requirements are met on the day of the final inspection, preliminary acceptance will be established pending final acceptance following attendance of Contractor at the scheduled meeting.

If Contractor attends the scheduled meeting within 15 working days of the final inspection, the date of acceptance will be the date of final inspection. Failure of the Contractor to attend such meeting within 15 days of the date of preliminary acceptance shall cause the working days used in performance of the contract to be calculated based on the date of the actual meeting being date of final acceptance, minus 15 days.

If for any reason claims cannot be settled through good faith negotiations, claims will be resolved in conformance with Section 9-1.22 "Arbitration" of the Specifications with the following additions:

The City and the Contractor shall share all fees required by arbitration equally. When the claim is to be settled in court, both parties must pay their own attorneys' fees.

Full compensation for conforming to the requirements of this article shall be considered as included in the Contract bid prices for the various items of work, and no separate payment will be allowed therefore.

ARTICLE 2 - SCOPE OF WORK

The scope of work shall conform to the provisions of the Specifications and the following additions:

The intent of this project is to construct all items of work complete in place in accordance with the project plans, specifications and as directed by the Project Manager. The unit prices, which include the cost of equipment, tool, materials and labor that are delivered to the work site are necessary for this purpose, to complete the project within the contract time required.

When unforeseen difficulties or a conflict is encountered, including toxic and hazardous materials, Contractor shall notify the Project Manager in writing immediately upon discovery and before the existing conditions are disturbed. Contractor shall also allow the Project Manager minimum of three (3) hours to investigate the conditions and make determinations concerning these conditions. Contractor and his work force shall assist the Project Manager in such investigations. If the Project Manager determines that additional time is needed for evaluation after investigation; the Contractor shall reschedule, reassign, transfer or move any labor, materials, tools, and equipment and alter the sequence of construction activities as necessary to carry out the intent of this project at no cost to the City.

The Contractor cannot withdraw from the project site any labor, materials, tools and equipment without prior written approval by the Project Manager or his/her authorized representative. The Contractor, therefore, shall have no claim against the City for delay, standby time of tolls, equipment and labor, damages, liability and loss of profit, when it is necessary for the Project Manager to exercise this requirement.

Full compensation for conforming to the requirements of this article shall be considered as included in the Contract bid prices for the various items of work, and no separate payment will be allowed therefore.

ARTICLE 3 - COOPERATION

Although there can be no guarantee that difficulties will not be encountered, the cooperation of the Contractor is expected. The City has endeavored to provide a complete project plan and specifications. In the event of any conflict during the course of construction, Contractor shall allow reasonable time and to provide equipment and manpower for the Project Manager to field-check and make determination to resolve the conflict.

Contractor shall provide equipment and manpower to dig all holes necessary for testing and other test requirements.

Contractor shall have, at all times during working hours, a representative on the job site. The representative shall have the authority to make decisions regarding work that can commit Contractor time, materials, equipment's, labors, and resources.

Full compensation for conforming to the requirements of this article shall be considered as included in the Contract bid prices for the various items of work, and no separate payment will be allowed therefore.

ARTICLE 4 - SCHEDULE OF CONSTRUCTION AND ORDER OF WORK

A. Schedule of Construction

Before starting construction, the Contractor shall submit to the Project Manager a practicable progress schedule to be approved by the Project Manager. The schedule shall show the order in which the Contractor proposes to carry out the work, and the contemplated dates for completing the salient features.

The progress schedule shall be consistent with the order of the work, and time requirements of the Contract. Construction shall also be scheduled in such a manner as to allow the Project Manager to inspect the readiness of every phase of the work.

For the purposes of minimizing impact to parking, residents and park users, the Contractor shall schedule his/her work in an orderly fashion, meeting the approval of the Project Manager. Contractor shall submit and receive the Project Manager-approved schedule prior to issuance of the Notice to Proceed.

B. Construction Meeting

Contractor shall anticipate a weekly construction meeting held between representatives of the City of Garden Grove, and the Contractor, at an agreed place, day of the week and time in order to discuss progress, submittals, current challenges, potential problems and other miscellaneous topics necessary to the proposed project.

C. Order of Work

The first order of work, after being notified that he has awarded the Contract, shall be to place the order for all the materials required by this project within three (3) working days from date of notification. The Contractor shall furnish the Project Manager with a statement from the vendor that the order for said materials has been received and accepted by said vendor.

In addition, in order to provide lead time to resolve any unforeseen utility conflicts, the Contractor shall conduct a dig alert and ascertain the true location and depth of all underground utilities and services as shown on the plans or located within the lines of excavation and/or marked by their respective owners in the field. This phase of work shall be performed a minimum of two (2) weeks, if allowable, prior to any pulverization or excavation work and shall be incorporated into the construction schedule.

Full compensation for conforming to the requirements of this article shall be considered as included in the Contract bid prices for the various items of work and no separate payment will be allowed therefore.

ARTICLE 5 - CONSTRUCTION WATER

Construction water may be taken only at locations approved by the Water Services Division. The City, at the Contractor's expense, will install a construction meter and eddy valve at these locations. This valve shall be operated when taking construction water with the fire hydrant remaining open during the day. Contractor will be charged for construction water on an as-used basis.

The Contractor shall make application to the City of Garden Grove Water Department for installation of a fire hydrant water meter for his construction water and shall make appropriate meter deposits to cover cost of relocation or damage to the meter.

Payment for applying water, including all labor, tools, equipment, and incidentals required for the application of water shall be considered as included in the various contract items of work involving the use of water, and no additional compensation will be allowed therefore.

ARTICLE 6 - PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work site. Asphalt concrete, aggregate base, broken PC concrete, native soil, and debris developed during construction shall be disposed of concurrently within its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the Contractor's performance of work. Whenever the Contractor fails to control dust resulting from the performance of the work, the Project Manager may cause such dust to be controlled and costs thereby incurred shall be deducted from moneys due or to become due the Contractor.

Full compensation for conforming to the requirements of this article shall be considered as included in the Contract bid prices for the various items of work, and no separate payment will be allowed therefore.

ARTICLE 7 - PUBLIC SAFETY

The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The Contractor shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches and other excavations shall either be covered or adequately fenced at night and on weekends or at other times required by the Project Manager for safety. No open trenches or

any other open excavation shall be left open for more than two (2) working days. Contractor shall backfill all open excavation at his expense.

The Contractor may establish temporary "No Parking Tow Away" zones adjacent to the work zone. Establishment of such zones shall be coordinated with the Garden Grove Police Department, (714) 741-5704, and the City's Traffic Project Manager, (714) 741-5192.

Temporary "*No Parking Tow Away*" zone sign shall be posted 72 hours in advance by the Contractor, stating the date and time, for any arterial street. Residential streets shall be posted 48 hours in advance.

Payment for fencing, safety protection and temporary excavation backfill shall be included in the Contract bid prices for the various items of work involved, and no additional compensation will be allowed therefore.

ARTICLE 8 - ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES

If discovery is made of items of archaeological or paleontological interest, the Contractor shall cease excavation of the area of discovery and shall not continue until such time as approved by the Project Manager. The Project Manager shall then direct excavation operations within the area of discovery.

Discoveries include but are not limited to, dwelling sites, stone or other artifacts, animal bones, human bones and fossils.

The Contractor shall be entitled to an extension of time in accordance with the provisions of Subsection 8-1.07B. Should the Contractor's operations be affected materially, additional work will be paid for as extra work as provided in Section 4, "EXTRA WORK," of the Specifications.

ARTICLE 9 - GEOTECHNICAL INVESTIGATION

The City does not guarantee, either expressed or implied, that groundwater and the conditions indicated on the geotechnical reports are representative of those actually existing throughout the project, or any part of it, or that unforeseen developments may not occur. The City, therefore, encourages the Contractor to conduct his/her own subsurface exploration before submitting a bid. The availability of the geotechnical investigation shall not be construed as a waiver of the Contractor's obligation to inspect the soil conditions himself, before submitting a bid.

By submitting a bid, the Contractor acknowledges that he has satisfied himself as to the nature of the work, including but not restricted to the conditions affecting handling and storage of materials, disposal of excess material, level and amount of groundwater, and ascertaining existing conditions that affect labor, materials and equipment costs.

In the event, groundwater is encountered, the Contractor shall provide and maintain dewatering during construction in accordance with the standard specifications and the requirements of the district's NPDES Order No. (Order No. R8-2009-0030, and CAS618030) issued by the California Regional Water Quality Control Board (Santa Ana Region).

All costs for dewatering, when encountered during construction, shall be included in the Contract bid prices in the various items of work and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS PART II

PROJECT DESCRIPTIONS

IMPROVEMENTS FOR THE FOLLOWING PARKS:

- A. HASTER BASIN PARK**
- B. JARDIN DE LOS NINOS PARK**
- C. WESTHAVEN PARK**

PROJECT REPRESENTATIVES

CITY OF GARDEN GROVE

Community Services Deputy Director; Janet Pelayo (714)-741-5215 email: janetp@ggcity.org

Facilities Division Manager; Philip Carter (714)-741-5380 email: philc@ggcity.org

Public Works Supervisor; Luis Tapia (714)-741-5386 email: luist@ggcity.org

Public Works Foreman. Addison Babinski (714)-362-5784 email: sylvesterb@ggcity.org

RMA INTERNATIONAL

Landscape Architect; Bob McMahon, (562)-618-9119 email: rmalandscape@gmail.com

ROMTEC Restroom Building Manufacturer

Building Coordinator; Holly Lawton, (541)-496-3541 email: hlawton@romtec.com

SPECIAL PROVISIONS PART 2

CONTRACTORS RESPONSIBILITY

MOBILIZATION (Add the following to Section)

2.0 General: Mobilization shall consist of (3) Three specific parks within the City listed below.

1. Haster Basin Park located at; 12952 Lampson Avenue, Garden Grove, CA 92840
2. Jardin De Los Ninos Park located at; 12534 Keel Avenue, Garden Grove, CA 92843
3. Westhaven Park located at; 12252 West Street, Garden Grove, CA 92840

Mobilization shall comply with the requirements of the Standard Specifications and as modified herein.

Mobilization may include, but not be limited to, the following principal items:

1. Submittal and modification, as required, of the Construction Schedule covering the Project.
2. Review of the work site.
3. Obtaining all required Permits.
4. Submittal of all required insurance certificates and bonds as required by these Special Provisions.
5. Written notification to the AGENCY prior to start of work.
6. Moving onto the work sites, including, but not limited to:
 - a. Equipment.
 - b. Arranging for and erection of CONTRACTOR's work and storage areas.
 - c. Verify all site electrical, sewer and water utilities including all shutoff valves
7. Installing 6' high construction fencing with green wind screen to secure all project limit of work areas and temporary construction power and wiring.
8. Providing a minimum of one temporary restroom wash basin facility for each twenty-five (25) workers occupying the site.
9. Installing all temporary sewer, water and electrical utilities (as required).
10. Establishing required fire protection provisions.
11. Posting all OSHA required notices and establishment of safety programs.
12. Posting of all Department of Labor notices.
13. Having the CONTRACTOR's superintendent at the job sites full-time and responding 24 hours per day.
14. Air and water quality protective measures, as necessary, and without limitation.
15. Clean up, power spray wash and demobilization of the work sites.
16. Construction Surveying
17. Any other item as specified.
18. Coordination with Southern California Edison for permanent power to restroom building structures
19. Prepare Traffic Control Plan and coordinate with City Traffic Engineering Department

No work shall be started without prior approval of the submittals. Failure to comply with the preceding requirement will be sufficient ground for the AGENCY to stop all work on the Project until the requirements are met.

NOTIFICATION - Contractor shall notify in person and with printed notification (in English and Spanish language), at least ten (10) working days prior to commencing work, all agencies, firms, institutions, postal service, residents, hospitals, schools, stores, utilities and waste disposal service fronting or affected by the work to the AGENCY.

Contractor is to notify the AGENCY of his scheduled work activities a minimum of two weeks prior to initiating the project, two weeks prior to initiating construction, and again 48 hours prior to construction work for assurance of the CONTRACTOR's maintenance of schedule.

The printed notices shall contain a general description of the work to be done and the date that the work is to be done. The notices shall also include a statement that parking will be restricted as called for on the "NO PARKING" signs to be posted within the parking lots. All public notices shall be reviewed and approved by the AGENCY prior to distribution.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

Note: All surrounding driveway's and pedestrian concrete sidewalks outside the limit of work areas shall remain open and clear for public use.

CONSTRUCTION SURVEYING

Section 201.1 General (add the following to read)

Prior to any work on site the Contractor shall contact the City Inspector and conduct onsite meeting(s) to verify existing hardscape walls, paving, curbs lighting, irrigation, planting as well as all related above and below ground utilities and site conditions and construction material staging access and locations.

Contractor shall provide all Construction Surveying for the project sites listed in the scope of work task.

The surveyor shall furnish and set ground stakes identifying all existing and proposed site features which include but not limited to; new restroom building structures, concrete sidewalks, playground equipment site furnishings, light poles, electrical lines, pull boxes, irrigation equipment and valves, water lateral lines, existing and proposed finish grade elevations along with proposed earthwork cuts and fills shown on the plans prior to any work on site.

Contractor shall be responsible to reset all ground stakes immediately that have been moved at any time throughout the project.

Contractor shall hand dig to verify the locations and depths of all existing utilities and irrigation system prior to any work on project sites.

The following is in addition to the Standard Specifications:

FINAL CLEAN-UP: Upon completion and before making application for acceptance of the work, the Contractor shall clean sidewalks, borrow pits and all other grounds occupied by or in connection with the work of all rubbish, excess materials, temporary structures and equipment, and all parts of the work and grounds occupied by Contractor shall be left in a neat and presentable condition.

2.1 PAYMENT. Replace section with the following:

Payment for “**MOBILIZATION**” (including demobilization and incidental project costs) shall be at the contract **LUMP SUM PRICE (LS)** 75 percent (75%) will be eligible for inclusion in the first progress payment, with the remaining 25 percent (25%) not eligible for inclusion until 100 percent (100%) of the work has been completed and if progress of the work is satisfactory.

Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish all the mobilization and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore.

SPECIAL PROVISIONS PART 2 **CONSTRUCTION MATERIALS**

SECTION 200 – UNCLASSIFIED FILL

200-2 Untreated Base Materials

200-2.1.1 General.

Add the following paragraphs to the subsection as follows:

Where the words aggregate base(s) appear it shall mean untreated base material(s).

Base is required under all poured in place concrete building slabs, concrete paving, playground concrete equipment footings, fence posts, and rubberized surfacing for play equipment areas shown on the Plans. Additional base may be required after a review of work areas following removals.

Prior to constructing new improvements, the Contractor shall verify with the City Inspector that the base thickness shown on the Construction Plans is adequate for the project.

200-2.1.2 Quality Requirements. The minimum R-value requirement will not be waived.

200-2.1.3 Compacted Crushed Aggregate Base (CAB).

A minimum of 6-inches CAB shall be placed under all concrete sidewalks and playground equipment areas and fence post footings

Base material under poured in place concrete building slab, refer to Romtec Restroom Building Plans.

200-3 PAYMENT. Replace section with the following:

Payment for “**UNCLASSIFIED FILL**” (including demobilization and incidental project costs) shall be at the contract **CUBIC YARDS (CY)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality necessary to accomplish all the unclassified fill, untreated base and compaction and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 Portland Cement Concrete Materials

This section is hereby added to subsection 201-1.1.1, “General,” of the Standard Specifications as follows:

SECTION 7 - SPECIAL PROVISIONS (Continued)

- A. Poured in place concrete paving shall conform to these Special Provisions and the Standard Specifications.
- B. All cement to be used or furnished shall be Type V Portland Cement.
- C. The same brand, type and source of cement and aggregate shall be used for all Portland Cement Concrete, unless approved otherwise by the ENGINEER.
- D. All new concrete paving sidewalks shall be natural gray. Refer to the Construction Plans for thickness, finish and texture.
- E. See Romtec Restroom Building Plans for concrete building slab requirements

201-1.1.2 Concrete Specified by Class and Alternate Class

Portland cement concrete for all sidewalks shall be Class 560-C-3250, with a maximum slump of three inches (3").

201-1.1.3 Reclaimed Concrete Material. No (RPPCC) shall be used in this Project.

201-1.1.4 Test for Portland Cement Concrete *[Add the following]:*

- 1. All material shall comply with American Concrete Institute (Act I) and Uniform Building Code.
- 2. Product Data:
 - a. Submit complete materials list of items proposed for the work. Identify materials source.
 - b. Submit admixture, curing compound, retarder, and accessory item product data.
 - c. Submit material certificates for aggregates, reinforcing, and joint fillers.
- 3. Submit concrete delivery tickets. Show the following:
 - a. Batch number
 - b. Mix by class or sack content with maximum size aggregate
 - c. Admixture
 - d. Air content
 - e. Slump
 - f. Time of loading
- 4. Submit concrete test reports.
- 5. Provide field quality control testing and inspection during concrete operations.
- 6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.

SECTION 7 - SPECIAL PROVISIONS (Continued)

7. Testing:
 - a. Provide slump test on first load of concrete delivered each day and whenever requested due to changes in consistency or appearance of concrete.
 - b. Provide air indicator tests and air meter tests for all air-entrained concrete.
 1. Perform air indicator test with a "Chase" AE 35 or equal air indicator, and air meter test in accordance with ASTM C231 or C173. Test first load of concrete delivered each day.
 2. Furnish copies of field records and test reports as listed for strength tests.
 - c. Strength Testing:
 1. Provide 1 set of 3 test specimens for each 50 cubic yards placed in any one day. Secure samples in accordance with ASTM C31.
 2. Test 1 specimen at 7 days and 2 specimens at 29 days in accordance with ASTM C39.
 3. Furnish copies of field records and test reports as follow:
 - (2) Copies to City Inspector
 - (1) Copy to Contractor
 - (1) Copy to Ready Mix supplier

201-1.4.3 Transit Mixer *[Add the following]:*

Mixes:

1. Provide ASTM C94 ready-mixed concrete. Batch mixing onsite not acceptable.
 - Concrete Sidewalks
 - a. Strength: 2,500 psi minimum at 28 days
 - b. Slump Range: 2" to 4" maximum
2. Provide an acceptable water-reducing admixture in all concrete.
3. Provide an air-entraining admixture in all concrete. Air content 5% to 7%.
4. Indicate water added to mix at job site on each delivery ticket. Show quantity of water added. Site water tempered mixes exceeding specified slump range will be rejected as not complying with specifications requirements.

201-2 Steel Reinforcement for Concrete

Add the following to section 201-2.1, "General," of the Standard Specifications:

All reinforcing steel shall conform to Sections 201-2 and 303-1.7 of the Standard Specifications except as otherwise described on the Plans and in these Special Provisions. The Contractor shall submit certified mill tests for all reinforcing steel.

SECTION 7 - SPECIAL PROVISIONS (Continued)

All reinforcing steel for restroom building structures shall be per Romtec plans and specifications.

Reinforcing steel bars shall be of the Intermediate Grade conforming to ASTM A615, Grade 40 for sizes #3 and #4, Grade 60 for sizes #5 and larger, and shall be rolled from new billets. All bars shall be identified by mil heat numbers. Tie wire shall be 16 gauge- annealed wire.

Fabrication: Fabricate bars of indicated size. Accurately form to shapes and lengths indicated by methods not injurious to the materials. Do not heat reinforcement for bending. Bars with kinks or bends not scheduled will be rejected.

Placing: Coordinate all work with other trades.

All bars shall be as shown on the structural engineer drawings, accurately placed and wired in position by 16 gauge-annealed wire. Tie stirrups to bars at both top and bottom. Bend wire ties away from forms.

Maintain proper distance and clearance between parallel bars and forms. Provide metal spreaders and spacers to hold steel in position as necessary.

Support steel at proper height upon approved chairs, transverse steel bars with hangers, or in other manner as necessary to accurately place and secure bars. Maintain clear spacing between parallel bars of not less than 1½". Lap and splice bars in the manner and at the locations shown on the Plans.

Bars on footing or slabs on grade shall be supported on concrete blocks. Reinforcing steel in beams and suspended slabs shall be supported on steel chairs.

Provide additional reinforcing bars at sleeves and openings.

Before placing reinforcing and again before concrete is placed, clean reinforcement of loose mill scale, oil or other coating that might destroy or reduce bond. Splices shall be made with a lap of 40 bar diameters unless noted otherwise.

Furnish and install Greenstreak speed dowels to existing concrete paving per construction plans and manufacture's recommendations

201-2.2 Reinforcing Steel *[Add the following paragraph immediately after the first paragraph]:*

All steel, except longitudinal steel, shall be Grade 60 billet steel conforming to ASTM A-615.

201-3 Expansion Joint Filler and Joint Sealants

201-3.1 General. Add the following to this:

Shall be full depth with color to match new concrete paving. Refer to Construction Plans

201-3.2 Pre-molded Joint Filler

The Contractor shall use 1/4" bituminous type preformed expansion joint filler only.

SECTION 7 - SPECIAL PROVISIONS (Continued)

201-4 Concrete Curing Materials

201-4.1 Membrane Curing Compounds

201-4.1.1 General *[Add the following]:*

Concrete curing compound shall be Type II "Hunts" clear curing compound, unless otherwise specified by the City Inspector.

201-5 Concrete Paving Sealant

Contractor shall furnish and apply (2) two coats water based penetrating sealer to all new concrete paving surfaces and restroom building slabs. Install per manufacturer's recommendations
Manufacturer: Prosoco Model: Consolideck SB (or Agency Approved Equal).

201-6 PAYMENT. Replace section with the following:

Payment for **"CONCRETE PAVING"** (including demobilization and incidental project costs) shall be at the contract **SQUARE FOOT (SF)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control, necessary to accomplish all the concrete paving, reinforcing steel, expansion joints, score joints, sealant and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 202– MASONRY UNITS (Existing Electrical Room- Westhaven Park)

202-2.1 General (add the following)

Furnish and install and secure new CMU block to match existing structure.
See Construction Plans for additional information

Contractor shall Prime and Paint (4) four exterior building walls of the electrical building structure.

202-2.1 Prime and Paint

Furnish and install primer and paint with (2) two coats of Dunn Edwards Exterior Ultrashield Acrylic Polyurethane VOC Low Sheen. Color: Carrara DET649 (Or Agency Approved Equal)
Contractor to supply paint sample for Agency approval prior painting building structure.

202-2.2 Sealants

Furnish and install Vanguard Manufacturer Anti-Graffiti sealant coating with Zero Gloss base (or Agency Approved Equal)

Apply (3) Three applications per manufacturer specifications entire structure (all sides)

See Romtec Restroom Building Plans for masonry unit specifications

Apply (3) Three applications per manufacturer specifications entire structure (all sides)

SECTION 7 - SPECIAL PROVISIONS (Continued)

202-3.0 PAYMENT. Replace section with the following:

Payment for “**MASONRY UNITS**” (including demobilization and incidental project costs) shall be at the contract **LUMP SUM (LS)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish all the masonry units, prime, paint and sealant and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 206 – MISCELLANEOUS METAL

206.1.1 General

Add to the following section:

All tubular steel components for the fence posts, railings, vinyl coated chain-link fabric, swinging gates and all connections shall be per the construction plans, details and notes.

All fencing materials and components shall meet the ASTM International F2049-11 (2017) Standard Safety Performance Specification for Fences / Barriers for Public Outdoor Play Areas.

All steel components shall receive (2) two coats rust-inhibitive primer and (2) two coats exterior rust-inhibitive enamel paint. Paint color: RAL # 9005 Flat Black

All railing posts shall be anchor secured with stainless steel lag bolts into existing and / or new concrete paving per Construction Plans.

Contractor shall furnish, supply and install all hardware nuts, bolts, anchor plates and base collar to install tubular steel post and railings, vinyl chain link mesh fabric, swinging gates and concrete footings shown on the Construction Plans.

Contractor shall provide AGENCY for review and approval shop drawings of all metal connections prior to fabrication. As well as paint chip color sample prior to fabrication and delivery on site.

206-1.1.2 Metal Post, Rails, Chain-link Fence & Gate (Add the following to read)

Fabricate, furnish and install 4' (foot) high fence (above finish surface) with metal posts, (1) horizontal top rail, (1) horizontal bottom rail with vinyl coated chain link mesh fabric and outward swinging gates as per detail and locations shown on the construction documents.
Paint color: RAL # 9005 Flat Black

All fence posts shall be anchor secured with steel reinforced concrete footings as shown on the Construction Plans.

206-1.2 PAYMENT. Replace section with the following:

Payment for “**MISCELLANEOUS METAL**” (including demobilization and incidental project costs) shall be at the contract **LINEAR FEET (LF)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust

SECTION 7 - SPECIAL PROVISIONS (Continued)

control necessary to accomplish all the painted miscellaneous metal fencing and gates and all other items necessary to within the limits as shown on the plans all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 206.2– METAL ROOF SYSTEM & METAL DOOR (Electrical Room – West Haven Park)

206.2.1 Metal Roof System (add the following to read)

206.2.2 General

Metal roof to match same material and manufacturer as Romtec Manufacturer Restroom Building

Metal roof shall be from: Fabral Manufacturer www.fabral.co (800)-432-2725
Model: Horizon 16 metal panel (or Agency Approved Equal)
Color: Charcoal Grey #447

Furnish, install and secure new metal panel system and all components per manufacturer specifications.

Furnish, install and secure Fabral Manufacture all-purpose high temperature underlayment peel & stick and all components for entire metal roof system per manufacture specifications.

Contractor to provide manufacturer cut sheet for approval prior to installation
See Construction Plans for additional information

206.2.3 Metal Door, Frame & Hardware (add the following to read)

206.2.4 General

Furnish, install and secure new metal door and frame panel system and all components per manufacturer specifications.

Metal door to match same material and manufacturer as Romtec Manufacturer Restroom Building

Metal door shall be from Allegion Manufacture www.allegion.com/us (800)-432-2725
Model: SteelCraft F Series 16 gauge with single rabbit metal frame
Powder Coated RAL 5000 to match Romtec Restroom Building (or Agency Approved Equal)

Furnish, install and secure metal door with (3) three heavy duty stainless steel hinges (top, middle, bottom)

Furnish, install and secure (1) one commercial grade locking deadbolt from Allegion Manufacture www.allegion.com/us Model: Schlage B600 Series # 660 with 626 Satin chrome finish (or Agency Approved Equal)

Install metal door per manufacturer specifications. See Construction Plans for additional information.

SECTION 7 - SPECIAL PROVISIONS (Continued)

206-3.0 PAYMENT. Replace section with the following:

Payment for **“METAL ROOF & METAL DOOR”** (including demobilization and incidental project costs) shall be at the contract **LUMP SUM (LS)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish all the painted metal roof and equipment and all other items necessary to within the limits as shown on the plans all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 213 PRE-ENGINEERED ROMTEC RESTROOM BUILDINGS

213-1.0 General

Two (2) Pre-Engineered Romtec Restroom Buildings will be purchased by the City, directly from the manufacturer.

Romtec Manufacturer
18240 North Bank Road Roseburg, OR 97479
Contact: Holly Lawton
Phone (541)-496-3541
Email: hlawton@romtec.com

Contractor shall receive, unload, construct, install and furnish all building structure systems and all plumbing, electrical and equipment per the manufacturer's recommendations and specifications for the following locations:

1. Haster Basin Park at; 12952 Lampson Avenue, Garden Grove, CA 92840
Building size: 23'-4" W X 25'-4" L
2. West Haven Park at; 12252 West Street Garden Grove, CA 92840
Building Size: 14'-8" W X 25'-4" L

213-1.1 Restroom Buildings & Products

The scope of work for this item is for the Contractor to receive, unload, install and furnish all components necessary to construct Romtec Manufacturer pre-engineered restroom buildings including all CMU split face block, Glulam beams, concrete footings, concrete slabs, ceiling panels, metal roofing & materials, skylights, metal doors, metal gates, metal frames, metal partitions, locking devices, signage, sewer, water plumbing laterals, all plumbing and drainage fixtures, metal vents, metal accessories, metal roof gutters and down spouts, electrical panel, light fixtures, hand dryer, wiring, conduit, metal grab bars, sanitizer dispenser primer & paint, anti-graffiti coating according to the manufacturer's specifications and as indicated on the construction plans, including all appurtenances and accessories as required for a full and complete installation.

213-1.2 General Scope of Work

Furnish all products and materials (with the exception of the City-purchased features listed) and provide labor for ALL necessary equipment and installation in the general locations as shown on the drawings and specified herein.

SECTION 7 - SPECIAL PROVISIONS (Continued)

Work shall include but not limited to the following: excavation, layout staking and the installation of all (City-purchased Pre-Engineered Building and Products) in accordance with the manufacturer's installation instructions, including all appurtenances and accessories as required for a full and complete installation.

SECTION 1: BUILDING PACKAGE OVERVIEW

1.1 SUMMARY

- A. **Owner** will provide a pre-engineered **Romtec** building package for onsite installation by the **building installer** and/or **contractor** (see definitions and scope of work in sections below).
- B. The following is an overview of the scope and products included in the **Romtec** building package.

1.2 OVERVIEW

- A. Building package design, engineering, and furnishing all specified building package components shall be provided by Romtec, Inc.
- B. The building and its concrete footings, foundation, and slab shall be engineered by **Romtec** to meet site specific conditions including wind and snow loading, local frost depth, and ground conditions.
- C. Building shall be designed to meet local codes and permitting authority approvals for permanent structures.
- D. The reviewing authority reserves the right to review or reject all submittals at its sole discretion.
- E. All work and materials shall comply with the latest industry building codes and regulations for the state where the project is located.
- F. Americans with Disabilities Act Accessibility Guidelines (ADAAG) will be followed in design, manufacture, and construction.

1.3 DESIGN & SUBMITTAL DOCUMENTATION

- A. **Romtec's** work shall include the design of the architectural, mechanical, structural, and electrical components that will be required for this building.
- B. The building will be designed as a complete building package to be delivered to the job site for construction on-site by the **building installer** and/or **contractor**.
- C. **Romtec** shall submit the packaged restroom building preliminary Scope of Supply and Design Submittal (SSDS), including the building plan view and elevation drawings.
- D. **Romtec** will provide complete submittal documentation in the **Romtec's** standard electronic submittal format for review.
- E. The preliminary SSDS will be reviewed by relevant parties and returned to **Romtec** with any required revisions to the terms, product data sheets, and/or building plan view and elevation drawings noted as comments.
- F. **Romtec** shall make any required corrections or revisions and resubmit the preliminary SSDS until the preliminary SSDS is approved by the relevant parties.
- G. Once the preliminary SSDS has been approved, **Romtec** will provide full sealed plan sets stamped by an engineer licensed in the state that the building is located for review by the permitting authority.

SECTION 7 - SPECIAL PROVISIONS (Continued)

- H. Up to three (3) wet-stamped sets of the plans and structural calculations shall be provided by **Romtec** before any additional fees apply. Standard plan set size is 11" x 17".
- I. Permitting authority will review the full sealed plan set and return with any required revisions or corrections noted as comments.
- J. **Romtec** shall provide one full round of sealed plan revisions in response to permitting authority comments before any additional fees are allowed.
- K. The following sections shall be included in **Romtec's** preliminary Scope of Supply and Design Submittal. Incomplete submittals will be rejected and returned for revision.
 - 1. INTRODUCTION
 - 2. BUILDING DESIGN,
 - (a) SUPPLIED ITEMS
 - (b) EXCLUDED ITEMS
 - (c) PLAN VIEW AND ELEVATION DRAWINGS
 - 3. PRODUCT DATA
 - 4. WARRANTY & LIMITATIONS

*Note: Overall site plan is not part of **Romtec's** scope.*

1.4 DELIVERY, STORAGE, AND HANDLING

- A. **Romtec's** freight shall be based on delivering the product on a 48' to 53' flatbed or van truck and trailers, or as close to those dimensions as can legally access the site. Overall dimensions of the truck and trailers are: 70' overall length, 102" wide and 168" high.
- B. **Romtec** shall deliver organized building package components in stages as shrink-wrapped pallets that correspond to a typical sequence of construction. A bill of material stating the stages of palletized components shall be included with every delivery. All stages as applicable.
 - 1. Stage 1 pallets shall include structural components such as block, frames, vents, beams, connectors, trusses, etc.
 - 2. Stage 2 pallets shall include second stage structural components such as filler wall material, windows, skylights, roofing, etc.
 - 3. Stage 3 pallets shall include structural finish components such as siding material, tile, doors etc.
 - 4. Stage 4 pallets shall include plumbing and electrical fixtures and other finish materials such as toilets, sinks, drinking fountains, electrical fixtures, accessories, etc.
- C. **Romtec** shall coordinate the delivery with the receiving entity (**owner, building installer, and/or contractor**) as appropriate.

1.5 WARRANTY

- A. The building package and all associated components provided by **Romtec** shall be warranted against defects in materials and workmanship for a period of not less than one (1) year from the date of acceptance. Acceptance is the date of delivery of the building package, or, if delivery is delayed for any reason beyond **Romtec's** control, the date that the building and all its associated components were ready to deliver.
- B. **Romtec** shall pass through to owner all relevant manufacturers' warranties for individual products and components of the building package.

SECTION 7 - SPECIAL PROVISIONS (Continued)

SECTION 2: BUILDING PACKAGE PRODUCTS

2.1 MANUFACTURER

- A. Romtec, Inc.,
18240 North Bank Road, Roseburg, OR 97470

Tel: 541-496-3541; Fax: 541-496-0803; Email: RIsales@romtec.com

Web: www.Romtec.com

2.2 BUILDING DESCRIPTION

- A. Refer to plans for quantities, dimensions, locations, and installation methods for the materials and items described in this section.
- B. Building dimensions shall match what is indicated on drawings.
- C. **Romtec** will supply the building package products to **owner**.
- D. **Owner** will supply the Romtec building package products to **building installer** and/or **contractor**.

2.3 PLUMBING FIXTURES & ACCESSORIES

- A. Toilet shall be floor mount, top supply, stainless steel.
 - 1. Flush valve shall be a low flow chrome, manual lever with ADA compliant metal oscillating non-hold-open handle.
- B. Urinal shall be wall mount, top supply, stainless steel.
 - 1. Flush valve shall be a low flow chrome, manual lever with ADA compliant metal oscillating non-hold-open handle.
- C. Lavatory shall be stainless steel, wall-mounted with rectangular lavatory basin, integral ribbed soap tray and 4" high back splash.
 - 1. Faucets shall be low flow, deck mounted single hole single supply metering, sink faucet.
- D. Grab bars shall be stainless steel.
- E. Toilet paper dispenser shall be stainless steel, wall mount with three-roll capacity.
- F. Surface mounted automatic soap/sanitizer dispenser, with face formed with contemporary contours. Capacity shall be 27 oz (800 ml). Dispenser shall accommodate liquid soap, liquid hand sanitizer, and/or gel sanitizer, and shall be equipped with hinged cover and completely concealed mounting plate. Vandal resistant filler hole cover and sight gauge. Corrosion-resistant liquid soap/gel sanitizer valve; peristaltic tube with self-contained valve/nozzle.
- G. CMU block restroom partitions with phenolic doors in color **graphite nebula**

2.4 ELECTRICAL

- A. Interior and exterior light fixtures
 - 1. Exterior lights to be LED downlights with cast-aluminum housing with corrosion-resistant paint in dark bronze. Polycarbonate lens.
 - 2. Exterior lights controlled by photocell.
 - 3. Interior surface mount, 48" LED light fixtures.
 - 4. Restroom lights controlled by timer.
 - 5. Mech room lights controlled by switch (switches by installer).

SECTION 7 - SPECIAL PROVISIONS (Continued)

- B. Fast Aire hand dryer, semi-recessed electric hand dryer with vandal-resistant epoxy-coated cast aluminum nozzle with start button.
- C. Main breaker panel.
 - 1. Breaker Panel shall be 200 Amp, single-phase, rain tight.

*Note: Breaker panel shall be sized to accept only the loads of the **Romtec** electrical fixture package. **Romtec** should modify the main breaker panel as needed to be most efficient based on any design changes.*

2.5 STRUCTURE

- A. Concrete Masonry Units (CMU).
 - 1. Walls shall be constructed of 8"W x 16"L x 8"H split-face mortar joint concrete masonry units (concrete blocks).
 - 2. Blocks shall be manufactured to ASTM C90 designation for load bearing concrete masonry units.
 - 3. Block color to be **Gray**.
- B. Vandguard Manufacturer Anti-Graffiti sealant coating with Zero Gloss base for exterior CMU walls.
- C. Sanitary tile cove base on interior walls.
- D. Wire weave gable vents for natural ventilation.
 - 1. Pre-assembled steel frame with 10-gauge, 1" square lock joint wire weave mesh integral insect screen.
 - 2. Steel frame is powder coated **RAL 5000**.
- E. Door system components
 - 1. Doors shall be Steelcraft® SL18 standard laminated honeycomb core and 18-gauge galvanized steel.
 - 2. Door frame shall be pre-welded Steelcraft® 3-Sided flush frame, 16-gauge galvanized A-60 steel.
 - 3. Doors and frames to be powder coated **RAL5000**.
 - 4. Masonry door clips (3/16" dia.) for door frame shall be fitted between the doorframe and concrete blocks to bond frame to wall. Door clips allow full internal grouting of the frame during installation.
 - 5. Hinges shall meet ANSI A5112 with non-removable pin and two ball bearings.
 - 6. Hager 5100 Series Grade 1 door closer is constructed of cast iron, which makes it ideal for heavy duty, high use, and abusive environments.
 - 7. Door lock shall be Grade 1, heavy duty commercial cylindrical lever locks with no exposed mounting screws.
 - (i) Hager 341C latch protection plate with lock cut out.
- F. Gate system components
 - 1. Gates shall be powder coated **RAL5000**.
 - 2. Masonry door clips (3/16" dia.) for door frame shall be fitted between the doorframe and concrete blocks to bond frame to wall. Door clips allow full internal grouting of the frame during installation.
 - 3. Hinges shall meet ANSI A5112 with non-removable pin and two ball bearings.
 - 4. Hager 5100 Series Grade 1 door closer is constructed of cast iron, which makes it ideal for heavy duty, high use, and abusive environments.
 - 5. Restroom gates to have magnetic locking system.
 - (i) Magnet locks, Hager 2942
 - (ii) Hager 2903, with constant power for fail safe and fail secure locking devices.
 - (iii) Exit switch, Hager 2977
 - (iv) PIR egress sensor, Hager 2-679-0612
 - (v) Intermatic digital in-wall timer, ST01 Series.

SECTION 7 - SPECIAL PROVISIONS (Continued)

2.6 ROOFING

- A. Roof system.
 - 1. Glulam beam shall be 24F-V4 and architectural grade.
 - 2. SIP panels with FRP ceiling finish.
- B. Roofing shall be Fabral, 26-gauge, Horizon 16, standing seam panels, with 16 in. coverage width.
 - 1. Roofing package shall include inside and outside foam closures, matching trim (eaves, gables, and ridge) and fasteners, sheet metal flashing (all sides), and 30# felt (under metal).
 - 2. Roofing color to be **Charcoal Gray 447**.
- C. FS fixed deck mount skylight that mounts to the roof deck.

213-2.0 PAYMENT. Replace section with the following:

Payment for **“PRE-ENGINEERED ROMTEC RESTROOM BUILDINGS”** (including demobilization and incidental project costs) shall be at the contract **LUMP SUM (LS)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish all the Two (2) Pre-Engineered Romtec Restroom Buildings and all components and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 215 PLAYGROUND EQUIPMENT & SITE FURNISHINGS

215-1.0 General

Two (2) Pre-manufactured playground equipment, trash receptacles, benches and signage will be purchased by the City, directly from the manufacturer.

Innovative Playgrounds Company
12407 E. Slautson Ave., Unit D Whittier, CA 90606
Contact: Vanessa Larios
Phone: (562)-693-5200
Email: Vanessa@innovplay.com

Construct and Install all equipment per the manufacturer's recommendations and specifications for the following City park locations:

- 1. Haster Basin Park at; 12952 Lampson Avenue, Garden Grove, CA 92840
- 2. Jardin De Los Ninos Park at; 12534 Keel Avenue, Garden Grove, CA 92843

215-1.1 Play Equipment, Trash Receptacles, Benches and Signage

The scope of work for this item is for the Contractor to receive, unload and install all components necessary to anchor secure playground equipment structures, trash receptacles, benches and

SECTION 7 - SPECIAL PROVISIONS (Continued)

signage according to the manufacturer's specifications and as indicated on the construction plans, including all appurtenances and accessories as required for a full and complete installation.

215-1.2 General Scope of Work

Furnish all products and materials (with the exception of the City-purchased features listed) and provide labor for ALL necessary equipment and installation in the general locations as shown on the drawings and specified herein.

Work shall include but not limited to the following: excavation, layout staking and the installation of all (City-purchased playground equipment, trash receptacles, benches signage) in accordance with the manufacturer's installation instructions, including all appurtenances and accessories as required for a full and complete installation.

215-1.3 Playground Safety Standards and Quality Assurance

All products shall bear the certification seal of the International Play Equipment Manufacturers Association (IPEMA). All designs shall meet or exceed the Americans with Disabilities Act (ADA) "Final Accessibility Guidelines for Play Areas" regulations as published on October 18, 2000. All manufacturers must be ISO 9001 certified.

ASTM: American Society for Testing and Materials

CPSC: Consumer Product Safety Commission

IPEMA: International Playground Equipment Manufacturers Association

ADA: Americans with Disabilities Act

ISO: International Organization for Standardization

CPSI: Certified Playground Safety Inspector

The Contractor shall guarantee installation workmanship for a period of one year from the date of Substantial Completion of the Project. The Contractor shall be responsible for coordinating manufacturer material warranty items with the manufacturer/distributor and for the installation of replacement material(s) at no additional cost to the Owner.

Provide copy of Contractor's installation warranty on company letterhead.

215-1.4 Installation

Instructions: Explicit, printed installation instructions, written in English, shall be provided by the manufacturer, which shall include detailed, scaled plan views, elevations, and footing drawings and details when applicable, as well as sequential assembly instructions to assure proper installation of the playground equipment.

Equipment must be installed by a manufacturer-certified installer and must be installed in accordance with the manufacturer's installation instructions. Installation crew leader must be CPSI-certified. If not installed by a manufacturer-certified installer, the equipment shall be

SECTION 7 - SPECIAL PROVISIONS (Continued)

inspected after installation by a CPSI not employed by the installer and signed off by said CPSI before the playground is opened for first use.

Close Out: Contractor shall provide the Owner with one copy of complete manufacturer's installation instructions and maintenance kit if provided. Most manufacturers send at least two sets of installation manuals with each order. Additional sets of installation instructions should be purchased from the manufacturer if originals are lost or damaged.

Clean-up: The site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on site during installation with appropriate protective measures and approval by the Owner's representative.

215.2 PAYMENT. Replace section with the following:

Payment for "**PLAYGROUND EQUIPMENT & SITE FURNISHINGS**" (including demobilization and incidental project costs) shall be at the contract **LUMP SUM PRICE (LS)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish all the playground equipment, site furnishings and equipment all other items necessary to within the limits as shown on the plans all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 216 PLAYGROUND SAFETY SURFACING

[Add the following section.]

216-1 Resilient Surfacing

216-1.1 General: Play surfacing for this project is a 2-layer system, with the bottom layer (cushion course) of rubber-polyurethane being consistent in two different surfacing types. The top layer (wear course) is a seamless resilient surfacing. The thickness of the 2-layer system is to be determined by each Bidder, with the proposed surfacing product to achieve full compliance for the CFH for the 5-12 year-old area of 12' and the CFH for the 2-5 year-old area of 6'.

216-1.1.1 Section Includes:

1. Seamless Resilient playground surfacing (color wear course)
2. Cushion Pad
3. Concrete Slurry Base

216-1.1.2 Qualifications

216-1.1.2.1 Manufacturer

- A. Robertson Recreational Surfaces (800)-858-0519 or Agency Approved Equal.
- B. Company with minimum of five years documented history of producing resilient playground surfacing complying with criteria of this Section.

SECTION 7 - SPECIAL PROVISIONS (Continued)

- C. Company with minimum of ten Southern California installations in use for a minimum of five years using resilient playground surfacing complying with this Section.
- D. Standards - The resilient surfacing must meet the requirements and recommendations of the applicable portions of the latest editions of standards by the American Society for Testing and Materials - ASTM - F355/86, and ANSI AC@ Head Form. The surfacing must also meet CPSC and ADA requirements.

216-1.1.2.2 Installing

- 1. Installation by Robertson Manufacturer factory-trained staff is required and by a company specializing in the specified systems with five years documented experience.
- 2. Contractor must have a current California Contractors License C61-D12 for synthetic surfaces.

216-1.1.2.3 Factory Representative

- 1. Systems manufacturer shall provide a factory representative for substrate review and field installation quality assurance as specified within these specifications.

216-1.1.3 Submittals

216-1.1.3.1 Provide All Submittals as Specified Below

- 1. Prior to preparing final submittals, meet with City Representative to establish final colors and all other related operational considerations.
- 2. Submittals shall include the certification that the depth of cushion materials meets all shock attenuation ASTM F-1292, G-Max, and HIC criteria.

216-1.1.3.2 Resilient Playground Surface.

- 1. Submit complete list of proposed materials for resilient surface system. Include certification that all products used comply with current air pollution/VOC regulations required by the local jurisdictional authority.
- 2. System Rating: Provide certification of compliance with specified impact testing criteria.
- 3. Submit manufacturer's installation instructions.
- 4. Submit two samples, 2 x 4 inches, as follows:
 - a) Seamless Resilient playground surfacing: illustrating selected colors.

216-1.1.4 References

216-1.1.4.1 Organization and Trade Standards.

SECTION 7 - SPECIAL PROVISIONS (Continued)

Standard Specifications for Public Works Construction, 2024 Greenbook edition, with all local agency amendments (herein referred to as "Standard Specifications").

216-1.1.5 Operation and Maintenance Data

Submit cleaning and maintenance data.

Include procedures for stain removal, repairing surface, and cleaning.

216-1.1.6 Delivery, Storage, and Handling

1. Deliver products to site under provisions of the General Conditions.
2. Store and protect products under provisions of the General Conditions.
3. Store materials in a dry, secure area.
4. Maintain minimum temperature of 60 degrees F.

216-1.1.7 Environmental Requirements

1. Install surfacing systems in accordance with ambient environmental criteria required by manufacturer.
2. Restrict traffic from area where surfacing has been installed for a period of ten days after installation.

216-1.1.8 Warranty

Provide warranty for five (5) years against all defects in materials and workmanship, including such defects as bubbling, delamination, peeling, loss of integrity, serious color fading, and poor UV stability. This warranty does not include normal wear and tear and acts of vandalism.

216-1.1.9 Products

216-1.9.1 Manufacturer

1. Manufacturer's product "TOTTURF" Impact Absorbing Playground Surfacing, (or Agency approved equal).

216-1.1.9.2 Type of Playground Surfacing.

1. TOTTURF EPDM - Poured-In-Place seamless, polyurethane, seamless synthetic wearing course applied over shock-absorbent seamless cushion course.

216-1.1.9.3 Color Wear Course Characteristics.

1. Thickness: Minimum cured thickness per manufacturer recommendations.

SECTION 7 - SPECIAL PROVISIONS (Continued)

2. Mix Characteristics: Mix proportions to provide 100 percent coverage of each particle.
3. Selected Color: See Construction Plans for TPV .5 mm color selections.

216-1.1.9.4 Cushion Course Characteristics.

1. Thickness: Minimum cured thickness shall be as approved by the City, as defined in the CONTRACTOR's submittal of required cushion depths for various equipment.
2. **For Bidding & Construction Purposes: Combined thickness of Cushion Course and Wear Course shall be determined by the manufacturer of the surfacing materials to meet the CVH of 12' for the 5-12 play area and meet the CVH of 6' for the 2-5 play area.**
3. Mix Characteristics: Mix proportions to provide 100 percent coverage of each particle, per manufacturer recommendations

216-1.1.9.5 Materials

1. Poured-in-Place Primer: Per manufacturer recommendations
2. Poured-in-Place Binder: Per manufacturer recommendations
3. Poured-in-Place EPDM rubber: Shall be stable: Per manufactures recommendations
4. Poured-in-Place System ; Per manufactures recommendations

216-1.1.9.6 Performance Requirements

- A. Area Safety: Poured in place within playground use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F1292-18. The surface must yield both a peak deceleration of no more than 200 G-max and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings. IPEMA certification is required. (ASTM F1292-18, section 15). The laboratory test used to determine critical fall height shall have been conducted on surfacing material samples identical in design, materials, components, and thickness and manufactured as the installed playground surface).
- B. Accessibility: NOTE: Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural 10/2021 ©2020 Robertson Recreational Surfaces, A PlayCore Company. 800-858-0519 www.totturf.com All rights reserved. (or Agency Approved Equal) All information contained is subject to change without notice.
- C. The requirements of the Americans with Disabilities Act. Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children's outdoor play areas. D. Poured in place surfaces intended to serve as accessible paths of travel for persons with disabilities shall be firm, stable and slip resistant, and shall meet the requirements of ASTM F 1951-14 and ASTM F1292-18

SECTION 7 - SPECIAL PROVISIONS (Continued)

C. The requirements of the Americans with Disabilities Act. Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children's outdoor play areas. D. Poured in place surfaces intended to serve as accessible paths of travel for persons with disabilities shall be firm, stable and slip resistant, and shall meet the requirements of ASTM F 1951-14 and ASTM F1292-18

APPLICABLE STANDARDS

A. ASTM International

B. ASTM D2047- Standard test method for determining the static coefficient of friction of ceramic tile and other like surfaces by the horizontal dynamometer pull meter method. This standard replaces ASTM C1028.

B. ASTM D412 – Standard test methods for vulcanized rubber and thermoplastic rubbers and thermoplastic elastomers-tension.

D. ASTM D624 - Standard test method for tear strength of conventional vulcanized rubber and thermoplastic elastomers. E. ASTM D2859 – Standard test method for flammability of finished textile floor covering materials. F. ASTM E303 – Standard test method for measuring surfacing frictional properties using the British Pendulum tester. G. ASTM F1292-18 – Standard specification for impact attenuation of surface systems under and around playground equipment. H. ASTM F1951 – Standard specification for determination of accessibility of surface systems under and around playground equipment.

216-1.1.9.7 Accessory Products.

Primers/Joint Detailing: Provide materials as recommended by manufacturer for application.

216-1.1.9.8 Texture and Color.

1. TPV Tentative color layer to be 100% color. For selected colors see Construction Plans

216-1.1.9.9 Slurry Base

Slurry base shall be per manufacturer recommendations

216-2.0 PAYMENT. Replace section with the following:

Payment for **“PLAYGROUND SAFETY SURFACING”** (including demobilization and incidental project costs) shall be at the contract **SQUARE FOOT (SF)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control and all other items necessary to within the limits as shown on the plans necessary to accomplish all the playground safety surfacing and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 7 - SPECIAL PROVISIONS (Continued)

SECTION 217 – MISCELLANEOUS ITEM

217-1 Drinking Fountain (West Haven Park)

217-1.1 Removal and Disposal of Materials

217-1.2 General *[Add the following]:*

Furnish and Install new ADA compliant water drinking fountain by Most Dependable Fountains
Phone: 9901)-867-0039 Model # 440 SM with stainless steel surface carrier
Color: Emerald (or Approved Agency Equal)

Furnish and Install all drinking fountain components including metal anchoring rods per
manufacturer specifications

Furnish and Install new copper fill water line with shutoff ball valve per construction plans

Furnish and Install SCH40 PVC Drainage pipe, concrete bell pipe with cap lid and
Gravel sump per construction plans

217-2.0 PAYMENT. Replace section with the following:

Payment for “**MISCELLANEOUS ITEM** ” (including demobilization and incidental project costs) shall be at the contract **LUMP SUM (LS)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control and all other items necessary to within the limits as shown on the plans necessary to accomplish the drinking fountain and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 7 - SPECIAL PROVISIONS (Continued)

SPECIAL PROVISIONS PART 3 **CONSTRUCTION METHODS**

SECTION 300 - EARTHWORK

300-1 Clearing & Grubbing

300-1.3 Removal and Disposal of Materials

300-1.3.2 Requirements *[Add the following]:*

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing / Demolition unless otherwise covered by a specific bid item.

1. Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.
2. Provide for traffic control and all signs, barricades and flashers necessary to maintain proper control, in accordance with W.A.T.C.H.
3. Protection of utilities within the construction zone, except those shown on the plans and those specifically directed by the City Inspector to be removed or relocated.
4. Clearing and removal of debris from site of work, to include, but not be limited to; existing restroom building structures, plumbing fixtures, concrete footings, CMU block walls, poured in place concrete walls, entire building roof systems, doors/ gates, concrete building concrete slab, concrete sidewalk and asphalt paving, playground equipment structures, rubberized surfacing, sand, electrical systems, light fixtures including wiring and conduit, water and sewer lateral lines, drinking fountain, metal posts, signage, soil, grass and irrigation systems.
5. Sediment and erosion control
6. Placing and maintaining temporary perimeter fencing with green wind screen and signage.
7. Contractor shall restore all park equipment, turf areas, irrigation, concrete, etc., that are damaged as a result of Contractor's operations. Repairs shall be made to like-new condition, including compaction (95% relative) of all trenches, per the instructions of the City's Inspector. Repairs to the existing irrigation system and grass shall be made in accordance with the Standard Specifications for Public Works Construction, latest edition. Materials for such irrigation repairs shall be as designated by the City's Inspector.

300.1.4 PAYMENT. Replace section with the following:

Payment for **"CLEARING AND GRUBBING"** **"UNCLASSIFIED EXCAVATION"** **"UNCLASSIFIED EXPORT"** AND **"SOIL MATERIAL TESTING"** shall be at the contract **LUM SUM PRICE (LS)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and

SECTION 7 - SPECIAL PROVISIONS (Continued)

installation, inspection, air quality dust control necessary to accomplish all the clear and grubbing work, unclassified excavation, unclassified export, soil material testing and all other items necessary to within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 300 – EARTHWORK

Change the following section to read:
SECTION 301- Sub-Grade Preparation and Drainage

300-1 Grading & Drainage

The Sub-Grade Preparation and Drainage for the site area shall be prepared in conformance with Section 301-1 of the Standard Specifications and Construction Plans.

Add to sub-section: 301-1.2

The contractor shall prepare the site areas within project site limit areas to 85% percent relative compaction for the grass and planter areas and 95% relative soil compaction on all concrete paving areas. See Construction Plans for new restroom building locations and hardscape paving layouts. Site shall be inspected by the City Inspector for review and approval prior to placement of new import soil fill.

Contractor shall restore all park equipment, turf areas, shrub planting areas, irrigation, concrete, etc., that are damaged or cut as a result of Contractor's operations. Repairs shall be made to like-new condition, including compaction (95% relative) of all trenches, per the instructions of the City's Inspector. Repairs to the irrigation system shall be made in accordance with the Standard Specifications for Public Works Construction, latest edition.

300-2 Unclassified Excavation

Dispose offsite all spoil materials not suitable for new concrete building slabs or concrete paving, concrete footings and grass areas to achieve subgrades for new improvements shown on the construction plans.

300-2.6 Unsuitable Material *[Add the following]:*

Any unsuitable material shall be disposed of in a legal manner at the expense of the Contractor

300-3 Unclassified Fill

300-3.1 General *[Add the following]:*

Unclassified Fill shall include all fill required to establish grades and construct new site features. Fill material shall consist of the on-site excavation material and import soil material as directed by the City Inspector.

Grading (onsite earthwork) shall include excavation of existing ground and movement of material to establish finish grades shown on the construction plans.

300-3.2 Compacting *[Add the following]:*

SECTION 7 - SPECIAL PROVISIONS (Continued)

Consolidation by jetting will not be permitted.

300.4.0 PAYMENT. Replace section with the following:

Payment for “**GRADING AND DRAINAGE**” (including demobilization and incidental project costs) shall be at the contract **LUM SUM PRICE (LS)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish the grading and drainage and subgrade preparation work, complete in place, conforming to the requirements herein, and all other items necessary to within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore.

SECTION 300.6.0 – UNCLASSIFIED FILL

300-6.1 Untreated Base Materials

300-6.1.1 General.

Add the following paragraphs to the subsection as follows:

Base is required under all poured in place concrete building slabs, concrete paving, playground concrete equipment footings, fence posts, and rubberized surfacing for play equipment areas shown on the Plans. Additional base may be required after a review of work areas following removals.

Prior to constructing new improvements, the Contractor shall verify with the City Inspector that the base thickness shown on the Plans is adequate for the project.

300-6.2 PAYMENT. Replace section with the following:

Payment for “**UNCLASSIFIED FILL**” (including demobilization and incidental project costs) shall be at the contract **LUMP SUM (LS)**

Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish all the unclassified fill, untreated base and compaction and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 303 - CONCRETE CONSTRUCTION

303-5 Concrete Paving

303-5.1 General *[Add the following paragraphs]:*

303-5.1.1 Concrete Sidewalks

The following shall be added to Section 303, “CONCRETE CONSTRUCTION,” of the Standard Specifications and the Special Provisions:

SECTION 7 - SPECIAL PROVISIONS (Continued)

Concrete flatwork shall conform to the provisions of the Standard Specifications or herein.

Reinforcing steel shall be Grade 60 billet steel conforming to ASTM A615.

Portland cement concrete paving shall be natural gray with a finish surface to match existing surrounding concrete and constructed in accordance with Standard Plans for Public Works Construction Standard Plans, per Plan, and as directed by the City Inspector. All new concrete paving shall meet all ADA standard requirements.

303-5.1.2 Restroom Building Slabs

Refer to Romtec Manufacturer construction plans and specifications

Contractor shall protect all existing structures and facilities which are adjacent to the limits of the work to be done under this Contract, in accordance with Section 4.0, "PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS," of the Green Book Standard Specifications latest edition

303-5.2 Bonding-- Joints between new and existing concrete shall be given surface preparation as follows:

1. Joints made with the mass of existing concrete by cutting, chipping, or grinding shall be cleaned free of all loose deleterious material by thorough brooming and compressed air jetting.
2. Original surfaces or existing concrete shall be cleaned free of bitumen's, grease, paint, and other deleterious materials and clean aggregate of at least 3/8-inch size shall be exposed by rock hammer abrasive blast cleaning or machine scarifying.

The Contractor shall furnish all labor, tools and materials to construct Portland Cement Concrete flatwork and appurtenant work to grades and dimensions shown on the Plans or staked in the field. The Contractor shall submit method for placement of P.C.C. for the City Inspector's approval, at least ten (10) working days prior to commencement of work.

Unless otherwise specified, transverse construction joints shall be placed in all reinforced Sections at intervals of not less than 10 feet or more than 50 feet. The joints shall be in the same plane for the entire structure and, for concrete thickness greater than 6-inches, shall be keyed as directed by the City Inspector.

303-5.4 Placing Concrete

303-5.4.1 General *[Add the following paragraph]:*

The Contractor shall exercise caution in placement of concrete in congested areas to ensure proper consolidation and that there are no voids and protection of water stops in position. Adequate provisions shall be made for easy visual inspection of concrete placement, consolidation and water stop protection.

The Contractor shall repair and clean, at his own expense, all concrete damaged or discolored or texture finish during construction at the discretion of the City Inspector.

SECTION 7 - SPECIAL PROVISIONS (Continued)

303-5.5 Joints

303.5.5.1 General *[Add the following paragraphs]:*

The surface slabs shall be marked into rectangles of not less than 12 square feet or more than 20 square feet with a scoring tool which will leave the edges rounded or scored to match adjoining concrete work. Refer to construction plans.

303-5.5.2 Expansion Joints *[The second paragraph is modified as follows]:*

The expansion joints consisting of pre-molded Expansion Joint Filler (Bituminous Fibre Type), 1/4-inch thick, shall be installed on all concrete work as specified below:

1. As an alternate to weakened plane joints.
2. At a maximum of twenty (20) feet spacing in the concrete slabs.
3. At any other location where required by the City Inspector.

303-5.6 Finishing

303-5.6.1 Ordinary Surface Finish *[Add the following paragraph]:*

Ordinary Surface Finish shall not apply to rock pockets which, in the opinion of the City Inspector, are of such extent or character as to affect the strength of the structure materially or to endanger the life of the steel reinforcement. In such cases the City Inspector may declare the concrete defective and require the removal and replacement of the structure affected.

303-5.7 Curing *[Amend first paragraph with the following]:*

Exposed concrete surfaces shall be sprayed with Type 2 curing compound at a uniform rate of one gallon per 150 square feet.

303-6.0 PAYMENT.

This section of the Standard Specifications is hereby amended by adding the following:

Payment for “**CONCRETE SIDEWALK**”, shall be at the contract **SQUARE FOOT PRICE (SF)** bid price include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing Portland cement concrete sidewalk paving, including saw cutting and removal of existing concrete paving, any unclassified excavation and/or unclassified fill, excavation, forms, score and expansion joints and details, furnishing and placing Portland cement, concrete repair, complete in place to meet existing, curing and sealant per the Plans, the Standard Specifications, these Special Provisions, and as directed by the AGENCY, and no additional compensation will be allowed therefore.

SECTION 303.7– MASONRY UNITS

303.7.1 General (add the following)

Furnish and install and secure new CMU block to match existing structure.
Furnish and install primer, paint and sealant
See Construction Plans for additional information

SECTION 7 - SPECIAL PROVISIONS (Continued)

See Romtec Building Plans for CMU Block regarding Restroom Building Structures

303.8 PAYMENT. Replace section with the following:

Payment for “**MASONRY UNITS**” (including demobilization and incidental project costs) shall be at the contract **LUMP SUM (LS)**

Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish all the masonry units, prime and paint and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 304 – METAL FENCE & GATE FABRICATE & INSTALL

304-1 Tubular Steel Metal Fence and Gates

304.1.1 General (Change the following to read)

All tubular steel metal features for the metal fence post, top and bottom rails and all connections shall be per the construction plans, details and notes.

All fence post, top, bottom vertical rails shall be primed and painted per the construction plans.

All galvanized fence fabric shall be 1 ¼” inch x 1 ¼” inch diamond pattern with vinyl coated knuckle – knuckle chainlink. With color to match metal posts.

All tubular steel gates shall swing open outward, self-closing, self-latching, self-locking and meet all playground safety standard requirements. And with heavy duty latch and hinges

Contractor shall provide AGENCY for review and approval shop drawings of all metal connections prior to fabrication.

304-2.0 PAYMENT.

This section of the Standard Specifications is hereby amended by adding the following:

Payment for” **METAL FENCE & GATE FABRICATE AND INSTALL**” will be paid for at the contract **LINER FEET (LF)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish all the primed and painted tubular steel fence and gate posts, top and bottom rails, vinyl coated galvanized fence fabric, all connections, hinges, latches, locks and concrete footings and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 7 - SPECIAL PROVISIONS (Continued)

SECTION 306.1.0 METAL ROOF SYSTEM & METAL DOOR **(Electrical Room – West Haven Park)**

306.1.1 Metal Roof System (add the following to read)

306.1.2 General

Metal roof to match same material and manufacturer as Romtec Manufacturer Restroom Building

Metal door and frame to match same material and manufacturer as Romtec Manufacturer Restroom Building.

306-2.0 PAYMENT. Replace section with the following:

Payment for “**METAL ROOF & METAL DOOR**” (including demobilization and incidental project costs) shall be at the contract **LUMP SUM (LS)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish all the painted metal roof and equipment and all other items necessary to within the limits as shown on the plans all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 313 PRE-ENGINEERED ROMTEC RESTROOM BUILDINGS

SECTION 3: BUILDING INSTALLER SCOPE

The installing contractor or subcontractor, hereafter designated as the **building installer**, is responsible for building package installation. **Building installer** work will generally include foundation/pad construction and building package assembly/construction.

*Note: Romtec's scope is separate from the **building installer's** scope. Romtec, Inc., is the approved building package supplier, not a designated **building installer**.*

3.1 CONSTRUCTION SUBMITTALS

- A. **Building installer** shall submit product data sheets and relevant information about the specified **building installer** supplied products below for review and approval.

3.2 WARRANTY

- A. **Building installer's** work shall be warranted against defects in materials and workmanship for a period of not less than one (1) year from the date of acceptance. Acceptance is the date that installation work for the building package is completed, including any relevant final punch list. If final acceptance of the completed building is delayed for reasons beyond **building installer's** control, the warranty shall be one (1) year from the completion of **building installer's** installation work and demobilization.
- B. **Building installer** shall pass through to owner all relevant manufacturers warranties for individual products and components supplied by **building installer**.

3.3 STRUCTURE

SECTION 7 - SPECIAL PROVISIONS (Continued)

- A. Masonry (concrete) grout shall be supplied and installed by **building installer**.
 - 1. Grout shall have a minimum compressive strength of 2,500 psi at 28 days, 9+/-1" slump, with max 1/2" aggregate, or as required in final approved plans.
 - 2. Fine or coarse grout may be used in accordance with 2009 UBC.
 - 3. All CMU block must be fully grouted and may not be wetted.

*Note: If required for installation, **building installer** will be responsible for providing appropriate equipment and labor for notching CMU block for bond beams, cutting CMU block to make any required shapes, and/or grinding CMU block for fixture mounting.*

- B. Rebar for walls shall be supplied and installed by **building installer**.
 - 1. All walls shall have # 4 and # 5 rebar. See final approved plans for spacing.
 - 2. All rebar used in the building must meet ASTM A615 manufacturing standards and is to be placed per the final approved plans.
- C. Exterior block wall finish shall be installed by **building installer**.
- D. Interior block wall finish shall be latex epoxy paint supplied and installed by **building installer**.
 - 1. Furnish and install primer and paint with (2) two coats of Dunn Edwards Exterior Ultrashield Acrylic Polyurethane VOC Low Sheen. Color: Carrara DET649 (Or Agency Approved Equal)
- E. Interior floors to be sealed concrete finish supplied by **building installer**.
 - 1. Vandlguard Manufacturer Anti-Graffiti sealant coating with Zero Gloss base (or Agency Approved Equal).
- F. Sealant for all exposed wood shall be supplied and installed by **building installer**.
 - 1. Vandlguard Manufacturer Anti-Graffiti sealant coating with Zero Gloss base (or Agency Approved Equal)
 - 2. Glulams to be finished with natural stain/color.
- G. Doors and frames are factory primed to be painted on-site by **building installer**.
- H. Fiber cement siding is primed to be painted on-site by **building installer**.
- I. Rain gutters and downspouts are supplied and installed by **building installer**.

3.4 ELECTRICAL

- A. Electrical rough-in, installation and trim shall be provided by **building installer**.
 - 1. All underground and/or overhead service to building shall be as specified in the final site plan.
 - 2. **Building installer** is responsible for all necessary wire, connectors, grounding, conduit, and related items to install the building package electrical components and meet all relevant national, state, and local codes.
 - 3. **Building installer** shall supply and install all switches and outlets required to complete the building package installation.

3.5 CAST IN-PLACE CONCRETE FOR BUILDING PACKAGE

- A. All equipment, labor, trades, and materials for cast-in-place concrete shall be provided by **building installer**.
 - 1. Includes all materials and labor for building package foundations/footings and interior slabs.
- B. Footings for the building package are to be dug by the **building installer** and poured on-site to meet local code for permanent structures. A prefabricated, modular mat placed on compacted base is not an accepted equal to a site specific, site poured, engineered foundation.

SECTION 7 - SPECIAL PROVISIONS (Continued)

- C. Engineered fill shall be $\frac{3}{4}$ " minus crushed aggregate around footings, foundations, and slabs, or as required in the final approved plans.
- D. Slab vapor barrier shall be 6-mil continuous plastic under the concrete slab, or as required in the final approved plans.
- E. The foundation shall be installed as designed with all cast in-place concrete poured to dimensions specified, or as required in the final plans.
 - 1. Footings will be built to minimum 24" depth or greater if required by local frost depth or permitting authority.
 - 2. Minimum compressive strength of foundation concrete shall be 3,000 psi at 28 days, 4" +/-1" slump, with max $\frac{3}{4}$ " aggregate, cured in accordance with ACI 308, or as required in approved final plans.
 - 3. Slabs shall have a fine broom finish with joints required in flat work as shown on plans.
 - 4. Steel rebar shall be installed as specified in final plans.
- F. **Building installer** shall supply and install concrete slab sealer.
 - 1. Concrete slab sealer shall be a water-based, transparent curing, sealing and dust proofing compound with two (2) coats to be applied per manufacturer's instructions.

3.6 PLUMBING

- A. Plumbing rough-in, installation and trim within 10' of the building footprint shall be provided by **building installer**.
 - 1. All underground water service and sewer drain(s) from building to be as specified in final approved site plan.
 - 2. Building water shutoff valve, drain, and all rough piping shall be as shown on final building plans. Final installation location to be determined onsite.
 - 3. Install the building package plumbing fixtures per the final approved plans.
 - 4. Piping shall be installed per the final approved plans with minimum pipe sizing per 2009 Uniform Plumbing Code Section 610.
- B. Floor drains in the building shall be supplied and installed by **building installer**.
 - 1. All floor drains shall be as shown on final approved plans.

3.7 OTHER MATERIALS & EQUIPMENT

- A. Unless otherwise specified, the following products and materials are supplied by **building installer** (if applicable).
 - 1. Building package installation
 - 2. Cast-in-place concrete foundations, footings, interior slabs.
 - 3. Concrete slab sealer
 - 4. Mortar
 - 5. Concrete grout
 - 6. Rebar
 - 7. Latex epoxy paint
 - 8. Caulk for siding
 - 9. Plumbing rough in, installation and trim
 - 10. Electrical rough in, installation and trim
 - 11. Switches & outlets
 - 12. Typical fasteners; for example: roofing nails, staples, etc.
 - 13. Fasteners not included in product packaging.
 - 14. Wood sealant for all decking, glulam beams, posts, and extensions

SECTION 7 - SPECIAL PROVISIONS (Continued)

15. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by **owner** or **contractor**.

3.8 DELIVERY, STORAGE, AND HANDLING

- A. The **building installer** will coordinate with **owner** and/or **Romtec** to receive delivery of the building package onsite. This includes all equipment and labor required for off-loading of the delivered building package.
- B. The **building installer** will assume responsibility for adequate protection and maintenance of delivered building package materials from weather, damage, and pilferage during installation work. Any failure to adequately protect building package materials that affects the warranty of those materials will be at **building installer's** expense.
- C. **Building installer** shall collect and maintain for final delivery to owner any operation & maintenance manuals included by individual product manufacturers with their respective product packaging. Any failure to collect, maintain, and/or deliver these O&M manuals to the **owner** that results in fees from **Romtec** for additional copies shall be at **building installer's** expense.

SECTION 4: CONTRACTOR SCOPE ITEMS

The items in this section may be provided by the same **building installer** as defined in Section 3 above (typically when a single entity is acting as both the **building installer** and **contractor**), or the items in this section may be provided by a separate entity such as a general contractor or site contractor, hereafter designated as **contractor** (typically when the **building installer** is a separate subcontractor). **Contractor** work will generally include site preparation and grading, excavations for structures, backfill and/or structural backfill, and any site or utility work outside the building package footprint.

Items in this section are generally to be completed prior to **building installer** beginning its installation work described in Section 3 above.

4.1 CONSTRUCTION SUBMITTALS

- A. If required by **owner** and/or reviewing authority, **contractor** shall submit product data sheets and relevant information about the specified **contractor** supplied products below for review and approval.

4.2 WARRANTY

- A. **Building installer's** work shall be warranted against defects in materials and workmanship for a period of not less than one (1) year from the date of acceptance. Acceptance is the date that installation work for the building package is completed, including any relevant final punch list. If final acceptance of the completed building is delayed for reasons beyond **building installer's** control, the warranty shall be one (1) year from the completion of **building installer's** installation work and demobilization.
- B. **Building installer** shall pass through to owner all relevant manufacturers warranties for individual products and components supplied by **building installer**.

4.3 ELECTRICAL

SECTION 7 - SPECIAL PROVISIONS (Continued)

- A. Incoming electrical utility lines to within approximately 10' of the building shall be provided by **contractor**.
 - 1. All underground and/or overhead service to building shall be as specified in the final site plan.
 - 2. Electric meter base and all rough wiring, switches, plugs and circuit breakers shall be as shown on final plans.
 - 3. **Contractor** supplies and installs the meter base and meter.

4.4 CAST IN-PLACE CONCRETE FOR BUILDING EXTERIOR

- A. All equipment, labor, trades, and materials shall be supplied by **contractor**.
 - 1. Includes all materials and labor for exterior/entry slabs and sidewalks.
- B. Refer to drawings for sidewalks and entry slabs.
 - 1. Minimum concrete compressive strength of 2,500 psi at 28 days.
 - 2. Remesh or rebar reinforcement shall be used in sidewalks.
 - 3. All sidewalks shall be finished with a fine broom with control joints installed per the final approved site plan.

4.5 PLUMBING

- A. Incoming plumbing to within approximately 10' of the building shall be provided by **contractor**.
 - 1. All underground water service and sewer drain(s) from building to be as specified in final approved site plan.
 - 2. Building water shutoff valve is to be supplied and installed by **contractor**.
 - 3. **Contractor** is responsible to ensure that incoming water pressure is sufficient to meet building package fixture demands.
 - 4. Minimum water pressure at toilet and urinal flush valves shall be 40 psi with minimum pipe sizing as per 2009 Uniform Plumbing Code Section 610, or as required in final approved plans.
- B. Water line drain valve shall be supplied and installed by **contractor**.
- C. Sewer line backflow check valve shall be supplied and installed by **contractor**.

4.6 OTHER MATERIALS & EQUIPMENT

- A. Unless otherwise specified, the following products and materials are supplied by **contractor**.
 - 1. All items not specifically listed as supplied by **owner** or **building installer**.
 - 2. Any item listed as supplied by "contractor" or "building installer."
- B. Unless specified in the plans or submittals, **contractor** supplies the following (if applicable):
 - 1. Incoming electrical, water, sewer, and gas utilities.
 - 2. Asphalt paving
 - 3. Masonry pavers
 - 4. Sidewalks
 - 5. Landscaping
 - 6. Site grading
 - 7. Exterior/entry slabs
 - 8. Drain valves and backflow check valves.
 - 9. Branch circuit breakers
 - 10. Irrigation Equipment
 - 11. Fire alarm and fire suppression equipment.
 - 12. Lighting equipment not attached to the building.

SECTION 7 - SPECIAL PROVISIONS (Continued)

13. All other items exterior of the building footprint indicated on final plans or required by building codes which are not specifically stated as supplied by **owner** or **building installer**.

4.7 DELIVERY, STORAGE, AND HANDLING

- A. The **contractor** will assume responsibility for adequate protection and maintenance of the installed building package materials after completion of installation work by **building installer**. Any failure to adequately protect building package materials that affects the warranty of those materials will be at **contractor's** expense.

SECTION 5: OWNER'S SCOPE

5.1 ONGOING MAINTENANCE

- A. **Owner** is responsible for ongoing maintenance of the completed restroom building after completion of work by building installer and contractor.

5.2 SITE PLAN

- A. **Owner** (or owner's site engineer) is responsible for providing the final approved site plan to **Romtec** and/or **building installer**.

5.3 SPECIAL INSPECTION

- A. If required, special inspection(s) services shall be provided by **owner**.
- B. If special inspection(s) are required by the permitting authority or relevant agency(ies), then **Romtec**, **building installer**, and/or **contractor** shall provide reasonable assistance to the **owner** to accommodate the special inspection(s).

5.4 DELIVERY, STORAGE, AND HANDLING

- A. **Owner** will coordinate with **Romtec**, **building installer**, and/or **contractor** to receive delivery of the building package onsite.

313-2.0 PAYMENT.

This section of the Standard Specifications is hereby amended by adding the following:

Payment for "**PRE-ENGINEERED ROMTEC RESTROOM BUILDINGS**", shall be at the contract **LUMP SUM (LS)**

Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control for constructing the Two (2) Romtec Restroom Buildings which include but not limited to; CMU block walls, concrete floor slab, roof system, vents, skylights, wall partitions, metal doors, metal gates, , electrical cabinets, lights, all plumbing fixtures and accessories products, signage, all sewer, water, storm drain and electrical utilities, metal gutters, down spouts complete in place per the Plans, the Standard Specifications, these Special Provisions, and as directed by the AGENCY, and no additional compensation will be allowed therefore.

SECTION 7 - SPECIAL PROVISIONS (Continued)

SECTION 315 – PLAYGROUND & EQUIPMENT

PRE-MANUFACTURED ITEM *[Add this section]:*

315-0 General

Prior to all work of this section, the Contractor shall verify and ensure that all other related work is complete to the point where this installation may properly commence.

Prior to installation or improvements, which must be assembled, the Contractor shall ensure and verify that all such articles are complete and in safe working condition and any special tools necessary for installation are obtained before the work begins.

The Contractor shall, upon discovering any discrepancies between the Plans and Specifications and the manufacturer's installation requirements, recommendations, details, and restrictions, immediately inform the Landscape Architect of such discrepancy. Work shall not commence or progress on any such item without approval of the City Inspector.

315-1 Play Equipment

Play Equipment will be provided by The City of Garden Grove. Contractor shall deliver, fabricate and install all play equipment per the manufacturer's recommendations and specifications for the following locations

1. Haster Basin Park (12952 Lampson Avenue, Garden Grove, CA 92840)
2. Jardin De Los Ninos Park (12534 Keel Avenue, Garden Grove, CA 92843)

For further information needed in the equipment to be installed by the Contractor, please contact: Vanessa Larios at Innovative Playgrounds Co. / vanessa@innovplay.com
Phone (562) 693-5200

315-1.1 Trash Receptacles, Benches and Signage

Trash Receptacles, Metal Benches and Signage is provided by the City. Contractor shall deliver, fabricate and install all items per the manufacturer's recommendations and specifications. See construction plans for equipment material item list and quantities.

315-1.2 Measurement and Payment *[Add the following]:*

The Play Equipment delivery, fabricate and installation will be measured as one Lump Sum item complete in place.

315-2.0 PAYMENT.

This section of the Standard Specifications is hereby amended by adding the following:

Payment for" **PRE-MANUFACTURED ITEM**" will be paid for at the contract **LUMP SUM (LS)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control necessary to accomplish all play equipment, trash receptacles, metal benches and signage with all connections and concrete footings and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications

SECTION 7 - SPECIAL PROVISIONS (Continued)

and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 316 – PLAYGROUND SURFACING *[Add this section]:*

General: Play All Playground Safety Surfacing is to be provided by the Contractor. Install all safety surfacing per Robertson Recreational Surfaces Company manufacturer's recommendations and specifications. Contact phone no. (800)-858-0519 (or AGENCY approved equal)

315-1 Resilient Playground Surfacing

Shall be IPEMA Certified PIP Rubberized Safety Playground Surfacing per ADA, ASTM and IPEMA Standards

316-1.1 Surface Conditions

316-1.1.1 Inspection

1. Prior to work of this section, carefully inspect previously installed work. Verify all such work is complete to the point where this installation may properly commence.
2. Verify that work of this section may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.
3. In the event of discrepancy, immediately notify the City Engineer.
4. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

316-1.2.1 Preparation

1. Verify sub-grade, base material and all other embedded items are properly located. Secure all embedded items against displacement during pour.
2. Verify all grades for pitch and fall prior to pouring pavements.
3. Verify that all cross-fall and ramp criteria comply with all ADA accessibility regulations, including Title 24 requirements.
4. Verify existing sub-grade complies with criteria included in this specification.
5. Notify City Inspector 48 hours prior to placing. Obtain inspector's approval of sub-grade, forming, and embedded items prior to placing.

316-1.2.2 Forming

Install forms in accordance with specified tolerances.

SECTION 7 - SPECIAL PROVISIONS (Continued)

Stake rigidly in place at maximum intervals of 4 feet on center. Secure so as to prevent displacement during pouring and finishing process.

Form and Install all of the PIP Rubberized Safety Playground Surfacing thickness per manufacturers specifications

1. Install stretched wires or other device to provide form displacement indication.
2. Thoroughly clean forms, removing debris, coatings, and foreign matter. Coat forms with approved bond breaker.

316-1.2.3 Placement

Coordinate placement with all playground equipment footing installation and existing site conditions including existing underground utilities.

316-1.3 Sub-base Installation

Import, Compact and Install new aggregate base in accordance with existing site conditions and Playground Equipment Manufacturer Plans, Specifications and as noted on the construction plans

316-1.4 Resilient Playground Surface Installation

General:

1. Apply in accordance with manufacturer's instructions
2. Install after installation of playground structures and equipment.
3. Provide on-site factory representative for initial four hours of installation to verify CONTRACTOR's use of proper installation procedures and techniques.
4. Prime surfaces as required by manufacturer

Install all of the Safety "Fall Zone(s)" within the play area to the required thickness as per the playground manufacturer's specifications for each play equipment component shown on the construction plans.

Allow to cure per manufacturer recommendations

Color (EPDM Rubber Granules) shall per manufacturer specifications.

The Main play areas for each park shall be:

Haster Basin Park: Gezolan (EPDM) 50% Black Aromatic and
50% Signal Green # 6032

Jardin De Los Ninos Park: Gezolan (EPDM) 50% Black Aromatic and
50% Reseda Green # 6011

Available at: Robertson Recreational Surfaces (800)-858-0519 (Or AGENCY Approved Equal)

SECTION 7 - SPECIAL PROVISIONS (Continued)

Tool edges flush with adjacent concrete finish surfaces

Mixture to be applied per manufacturer specifications

Drainage flow patterns as shown on construction drawings.

316-1.5 Field Quality Control

1. Provide flood test of all surfacing as directed by the City Inspector
2. Where ponding exceeding 1/8 inch in depth over a five-foot diameter area occurs, replace all defective surfacing by approved methods.

316-1.5.2 Tolerances.

1. Smoothness: 3/16 inch plus or minus, at any point, measured along a 10-foot straight edge.
2. Adjacent surfaces: 1/8 inch maximum difference at any point between adjacent surfaces.

316-1.6 Protection

1. Protect finished installation under provisions of the General Conditions.
2. Do not permit traffic over finished surfaces for ten days, minimum.

316-1.7 Maintenance

1. Provide direction and training to City maintenance staff, conducted by factory representative, on cleaning, repair, and resurfacing procedures.
2. Provide recommended list of maintenance products for City's review.

316-2.0 PAYMENT.

This section of the Standard Specifications is hereby amended by adding the following:

Payment for” **PLAYGROUND SURFACING**” will be paid for at the contract **SQAURE FOOT (SF)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, placing, supervision and installation, inspection, air quality dust control of all PIP Rubberized Safety Playground Surfacing, including all concrete base, compacted base material, keyway joints, and raised dome edges as shown on the construction plans, manufacturer specifications and as directed by the City Inspector all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 7 - SPECIAL PROVISIONS (Continued)

SECTION 317 – ELECTRICAL *[Add the following Section]:*

316-1 Execution

317-1.1 General

See Construction Plans for additional notes and specifications

All work and materials shall conform to the latest edition of amendments thereto of the following Codes where specified.

- National Electrical Code, 2024 Edition (CEC).
- National Electrical Manufacturer's Association (NEMA).
- Underwriter's Laboratories, Inc. (UL).
- Requirements of the serving utility companies.
- Standard Specifications for Public Works, latest edition (Herein referred to as "Standard Specifications")

317.1.2 Description

General: Furnish and install all materials, labor and equipment necessary for complete and working electrical systems as noted and per all electrical local and state code requirements. The following list shall not be considered as a complete and detailed list of work and materials to be supplied, but shall be used as a guide.

- a. Electrical Handhold Box with Bolt Down 3/8 thick Diamond Plate Steel Cover marked "Electrical" Size: 24" x 36" Model: HPC2436, Cover: HT2436 (Or AGENCY approved equal). Manufacturer: Jensen Precast located at: 1850 S. Parco Ave. Ontario, CA. 91761 Phone: (909)-947-7470
- b. Concrete Electrical Pullbox with Bolt Down Cover Size: 9: x 16" Model: E100PB Type 1 (Or AGENCY approved equal). Manufacturer: Eisel Enterprises Inc. located at: 714 Fee Ana Street Placentia, CA 92870 Phone: (714)-993-1706
- c. Electrical Conduit.
- d. Misc. Items:
 - Spare parts.
 - Excavation, backfill and compaction for pull boxes and trenches.
 - Disposal of excess earth as directed by City Inspector.
 - Provide approved shoring, lights and barricades during construction.
 - Bore under existing walks where possible.
 - Repair all damage to all existing improvements caused by this work including landscaping and irrigation systems.
 - Obtain all necessary permits and building department inspections and include fees in bid.
 - Apply for all necessary utility company service connections; fees and hook-up charges for permanent power will be paid by the District.

SECTION 7 - SPECIAL PROVISIONS (Continued)

- e. Approval Prior to Delivery: No materials or equipment shall be delivered to the job site prior to the City Representative's approval.
- f. Installation Standards: All materials and equipment shall be installed in a secure, neat and workmanlike manner by competent workers in conformance with the requirements of the NECA "Manual of Good Workmanship," and any item not so installed shall be corrected to meet the complete approval of the City Inspector

Diagrammatic Plans: The construction plans indicate the required size and point of termination of conduit and route to avoid obstructions and preserve clearance; however, it is not the intention of the Plans to show all necessary offsets, etc. It shall be the responsibility of Contractor to install all of the Work to conform to specific conditions found on the site.

Verification of Dimensions and Locations: Before proceeding with any Work, Contractor shall carefully check and verify all locations and dimensions of equipment at the site. Provide potholing, site investigation, and excavation as required to verify the exact locations of existing underground conduits to be intercepted.

Contractor shall prepare an accurate daily dimensioned record on blue prints of as-built locations, and of work which is installed differently from that shown. Provide to AGENCY reproducible transparencies with all as-built electrical conditions.

317-1.4 Trenching

1. Trenching shall be coordinated with the existing and new irrigation system. All irrigation lines damaged due to Contractor's operations, whether or not located as shown on record plans, shall be repaired by Contractor at no additional cost to City and in accordance with City standards. Upon the request of Contractor, a demonstration of the existing irrigation system in all areas to be trenched will be performed by City forces to verify the operational condition of the system prior to commencement of Trenching Work. If Contractor does not request this demonstration, it is assumed that Contractor agrees all systems are fully operational and in good working order.
- a. Excavation: Contractor shall perform all Excavation Work necessary to permit installation of electrical conduit for the Project. Pre inspect trench routes prior to excavation using potholing or other means to ensure no existing underground pipes, conduits or cables are damaged. Excavate trenches and pits to minimum dimensions that will permit placing conduits and other Work. Where necessary, provide shoring and bracing to prevent caving of banks. Provide and maintain in place necessary barriers, guardrails or covers while excavations are open. No trenches or excavations shall be left open when Contractor is not present on the site.
- b. Conduit Depths: All underground conduit not located beneath picnic shelter structure concrete slab shall be installed with a minimum cover of 30" below grade. Conduit below floor slabs shall be installed 4" below the sub grade elevation for the floor slab. Provide red magnetic warning tape in trenches 12-inches above the top of conduits in the trench.
- c. Backfill of Trenches: As soon as conduit installation is complete, inspected, and approved, all trench excavation shall be backfilled with native soil except that backfill shall contain no rocks, broken concrete or trash. All additional fill soil material required for backfill shall be Class A: Topsoil Blend of 80% Topsoil and 20% General Purpose Soil Amendment) from: Aguinaga Green 410 West Grove Avenue Orange, CA 92865

SECTION 7 - SPECIAL PROVISIONS (Continued)

Phone: (714) - 283-2572 Website: www.aguinagagreen.com or AGENCY approved equal

Trench backfill shall be placed in 6" lifts, hand or mechanical tamped to minimum 90% compaction.

Flooding of trenches for compaction will not be permitted. Excess earth shall be disposed of as directed and when asked to do so as Work progresses.

d. Trench Settlement: Contractor shall fill all trenches which settle during the Contract Period and, under the guarantee provisions, within one year of the date of Final Acceptance of the Project, all at no additional cost to City.

- e. Trench Areas Re-landscaping: Contractor shall provide new Bandera Bermuda Sod Grass for all trench areas once compacted and fine graded, as approved by the City Inspector.

317-1.5 Raceways

1. General: Conduit bushings shall be used with locknuts at all housings and pull box, etc.
2. Openings, Chases and Sleeves.
 - a. Contractor shall be responsible for the proper locations and sizes of all openings, chases, sleeves, etc., required in the picnic shelter structure to accommodate Contractor's Work, and shall, sufficiently in advance of Contractor's needs and in advance of construction, provide for same so as to avoid cutting. Should compliance with these provisions be neglected, delayed or incorrect, and additional Work is thereby required, such additional Work shall be considered as part of the Work of this Section, and no additional payment will be allowed.
 - b. Where cutting is necessary to install Work under this Section, it shall be done by methods that will not damage the picnic shelter structure.
3. Underground Conduit: All underground conduit runs shall be PVC Schedule 40. All conduit runs made up either in part or entirely with PVC shall contain a green grounding conductor.
4. Exposed Conduit: Conduit exposed to weather shall be rigid steel with steel ells and risers. All ells 45 degrees and greater shall be factory made sweep bends.
5. Rigid Steel Conduit: Shall be used for all conduits exposed to view.
6. Empty Conduit: All empty conduit runs for future use shall be identified with a conduit marker tag at both ends. The identification number shall be shown on the Record Drawings. Tags shall be 1" in diameter, made of 20 gauge brass, 12 gauge plastic, or "Dymo" tape plastic and have stamped numbers and/or letters, both 1/4" high. Use brass or copper 12 gauge wire to connect tags to conduit. Provide and install a 3/16" polypropylene pull cord in each conduit.

SECTION 7 - SPECIAL PROVISIONS (Continued)

7. Fittings: Furnish and install all fittings and special devices necessary for proper installation, connection and operation of the system.
8. Concrete Pull Box: Install concrete pull box where noted on the construction plans. Concrete box shall be set flush with sidewalk or 1" above finished grade in turf areas or as noted. Boxes shall set on 24" of crushed clean 1" rock or pea gravel which extends 6" beyond the outer edges of the box.

317-1.6 Repair of Disturbed Existing Conditions

Contractor shall restore all park equipment, turf areas, shrub planting areas, irrigation, concrete, etc., that are damaged or cut as a result of Contractor's operations. Repairs shall be made to like-new condition, including compaction (95% relative) of all trenches, per the instructions of the City's Inspector. Repairs to the irrigation system shall be made in accordance with the Standard Specifications for Public Works Construction, latest edition. Materials for such irrigation repairs shall be as designated by the City's Inspector.

317-2.0 PAYMENT.

This section of the Standard Specifications is hereby amended by adding the following:

Payment for" **ELECTRICAL**" will be paid for at the contract **LUMP SUM (LS)**

Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control all electrical components, wiring, conduit, pull boxes, light fixtures as shown on the construction plans, manufacturer specifications and as directed by the City Inspector all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SPECIAL PROVISIONS PART 4 **EXISTING IMPROVEMENTS**

SECTION 400-PROTECTION AND RESTORATION

400-1 General

Add the following paragraphs to the subsection:

The Contractor and City Inspector to shall meet onsite and review all existing site conditions at all (3) Three park sites

West Haven Park; All existing electrical systems, service cabinet and components within electrical room at shall remain. Protect in place. The Contractor shall furnish and install and connect new electrical wiring from existing service panel to new Romtec Restroom Building.

Haster Basin Park; Contractor shall remove and dispose from the site all existing electrical systems. Furnish and install and connect new electrical wiring, conduit and sleeves from

SECTION 7 - SPECIAL PROVISIONS (Continued)

new SCE electrical service meter cabinet (located at adjacent water facility pump station) to new restroom building mechanical room. See Construction Plans.

All existing light poles, fixtures, electrical wiring conduits, backflow preventers, underground utility boxes (other than noted on the construction plans) are to remain. Protect in Place.

Existing sewer lateral and cleanouts as well as water lateral lines (other than noted on the construction plans) are to remain. Protect in Place.

Existing concrete paving, ramps (other than noted on the construction plans) are to remain. Protect in Place.

Existing irrigation remote control valves, valve boxes / covers, mainline, lateral lines and pop-up rotor heads (other than noted on the construction plans) are to remain and be protected in place.

Existing trees, shrubs and grass (other than noted on the construction plans) that are to remain and be protected in place. And shall be maintained as fully operational during the construction period.

Any removed and / or damaged trees, shrubs, grass and irrigation system shall be replaced "in kind" with size and species variety type at the expense of the Contractor. Note: All new /or replaced grass shall be replaced with established Bermuda Sod. Seed will not be allowed.

All existing site features that are damaged shall be replaced with new "in kind" at the expense of the Contractor; all above and below ground structures, mechanical and electrical operational equipment and devices, drainage pipe, light pole fixtures, pull boxes, concrete footings, electrical conduits, in-ground vault boxes, metal sign posts, concrete paving, building structure and window glass, block walls, metal gates, concrete curbs and gutters, ADA Ramps, irrigation system, all asphalt and concrete paving and trees, shrubs and grass shall be the responsibility of the Contractor for providing all labor, materials, tools, equipment and incidentals involved in doing the work and protecting in place per the Plans, these Specifications, as directed by the City Inspector, and no additional compensation will be allowed therefore

SECTION 7 - SPECIAL PROVISIONS (Continued)

SPECIAL PROVISIONS PART 8 **LANDSCAPING AND IRRIGATION**

SECTION 800 - MATERIALS

800-1 Landscape Materials

800-1.1 Topsoil (Omit section)

800-1.1.1 General. Add the following:

Topsoil shall be Class "A" (imported)

800-1.1.2 Class "A" Topsoil. Substitute with the following:

All import soil fill material shall be: Topsoil Blend of 80% Topsoil and 20% General Purpose Soil Amendment) from: Aguinaga Green 410 West Grove Avenue Orange, CA 92865
Phone: (714) - 283-2572 Website: www.aguinagagreen.com or AGENCY approved equal

Note: As new import soil materials are being brought on the project sites for import fill the contractor shall coordinate with City Inspector, to observe performance of the work in connection with placing, rototilling and fine grading and to perform compaction tests as necessary to the satisfaction of the City Inspector

801-2 EARTHWORK AND TOPSOIL PLACEMENT & FINE GRADING.

801-2.1 General. Add the following paragraph:

Moisture Content: No soil preparation or work shall occur when the moisture content is so great that excessive compaction will occur, nor when it is so dry that dust will form in the air or that clods will not break readily. Apply water, as necessary, to provide ideal moisture content for placement as herein specified by the Soils City Inspector.

801-2.2 Topsoil Preparation and Conditioning.

801-2.2.1 General.

Revise section to read: All areas within the scope of work shall be free of weeds, gravel, aggregate stone and other extraneous materials before topsoil work is placed. The new topsoil shall be: Aguinaga Green Topsoil Blend. Compaction rate shall be to 85% (percent) for planter areas.

Soil shall not be worked when it is so wet or so dry as to cause excessive compaction or the forming of hard clods or dust.

801-2.2 Trench Excavation and Backfill.

All trenches shall be backfilled and compacted the same day the excavation was made. No trenches or excavations shall be left open overnight.

SECTION 7 - SPECIAL PROVISIONS (Continued)

Backfill shall be flooded and compacted in accordance with subSection 306-1.3.2 and 306-1.3.3 of the Standard Specifications.

801-2.3 Finish Grading.

Landscape finish grading as specified herein:

1. Preliminary Grading: Grades in all areas within the scope of work area shall be established per the Construction Plan prior to beginning of sod and planting installation.
2. Weeding: Before and during finish grading, all weeds and grasses shall be dug out by the root and disposed of off the site.
3. Finish Grading: Finish grading shall consist of finishing surfaces by raking smoothly and evenly, removing and disposal of all extraneous matter including gravel and stone offsite. Contractor shall have positive drainage sloping towards the gradient low points of the site shown on the Construction Plans to facilitate natural run-off water
4. Moisture Content: The soil shall not be worked when the moisture content is so great that excessive compaction will occur; nor when it is so dry that a dust will form in the air or that clods will not break readily. Water shall be applied, if necessary, to provide ideal moisture content for tilling the planter and grass areas herein specified as directed by the Soils Engineer.
5. All landscape finish grading shall be installed in accordance with the requirements of all governing authorities, the original design, and the referenced standards.
6. When preliminary grading and weeding has been completed and the soil has dried sufficiently to be readily worked contractor and City Inspector shall preform a site walk through to observe finish grade elevations. All finish grades shall be smooth so required, adjustments of finish grades shall be made at the direction of the City Inspector finish grade shall be smooth, even, and uniform plane with no abrupt change of surfaces. Soil areas adjacent to paving and decomposed granite pathways shall slope away from the surfaces to allow a natural run-off of water, and surface drainage shall be directed as indicated on the drawings by remodeling surfaces to facilitate the natural run-off water. Low spots and pockets shall be graded to drain properly towards the naturalized graded water collection swales shown on the plans
7. All finish grades and finish surfaces adjacent and surrounding the project scope of work area shall have a smooth gradient transitions with no abrupt transitions reviewed and approved by the City Inspector prior to planting operations
8. Drainage: Contractor is to finish grade with proper slope to low point swale. All flow lines, designated or not, shall be graded and maintained to allow free flow of surface water, and shall conform to the intent of all plans after thorough settlement and compaction of the soil. And prior to installation of sod and planting placement.
9. Observations: All observations herein specified shall be made by the City Inspector Request observations at least twenty-four hours in advance of the time observation is desired. Observation is required when finish grading is completed.

801-2.0 PAYMENT.

This section of the Standard Specifications is hereby amended by adding the following:

SECTION 7 - SPECIAL PROVISIONS (Continued)

Payment for” **MATERIALS, TOPSOIL PLACEMENT, SOIL PREPARATION, FINE GRADING**” will be paid for at the contract **CUBIC YARD (CY)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control of all top soil work materials, including but not limited to; rototilling, placing, compacting and fine grading as shown on the construction plans and as directed by the City Inspector all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

801-4 PLANTING

Add the following to the subsection:

801.4 Sod

801.4.1 General

Add the following to the subsection:

Furnish and Install new Hybrid Bermuda Sod from Southland Sod Farms (800)-532-3489
(or Agency Approved Equal)

801-4.2 Protection and Storage. Add the following to subsection:

Throughout the duration of the project contractor, shall apply water to each tree, shrub and grass areas within the park sites by means of a hose and / or irrigation system.

Contractor shall maintain the City’s all irrigation current programmed day and time irrigation clock schedule cycles with no interruptions with water to the park sites.

Contractor shall field walk with City Field Supervisor; Rolando Quiroz Phone: (714)-719-0243
Email: rolandoq.org

Apply water in sufficient quantities and as often as seasonal conditions require to keep the plantings and grass areas moist at all times, well below the root systems. Generally, water each day for seven (7) days in cool seasons; for fourteen (14) days in hot weather. And / or the direction of the City Inspector

801-4.8.1 General. Add the following to subsection:

Contractor, shall conduct an onsite walk through with City Inspector to review site conditions and the irrigation system coverage test prior to sod installation placement.

801-4.8.3 Sod. All work required for installation as well as maintenance of the sod specified within the Standard Specifications and these Special Provisions. Contractor shall apply Seed Topper Organic Amendment top dressing ¼” thick coverage to the new grass area within the scope of work area.

801-4.8.4 Sod shall be Hybrid Bermuda by Southland Sod Farms (800)-532-3489

801-4.9.5 Watering. Add the following: It shall be CONTRACTOR's responsibility to maintain a balanced watering program to ensure proper growth until the CITY REPRESENTATIVE final acceptance of the work.

SECTION 7 - SPECIAL PROVISIONS (Continued)

801-4.10 PAYMENT.

This section of the Standard Specifications is hereby amended by adding the following:

Payment for” **PLANTING**” will be paid for at the contract **SQUARE FOOT (SF)**

Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, supervision and installation, inspection, air quality dust control, watering of all sod grass as shown on the construction plans and as directed by the City Inspector all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore.

801-5 IRRIGATION SYSTEM

801-5.1 General.

Add the following to this section:

Contractor shall furnish and install new domestic water lateral line, with sleeves and backflow device per all building plumbing and AGENCY code requirements. See Construction Plans for additional detail information.

801-5.1.1 Sprinkler Equipment

The existing irrigation system is fully operational with 100% head to head coverage within the park site areas.

All existing sprinkler mainline, wiring and remote control valves equipment outside the limit of work area shown on the construction plans shall remain protect in place. In the event of damage, the Contractor shall immediately make all repairs and replace ”in kind” prior to any new planting and / or sod grass in the acceptance of the City Inspector and at no additional compensation to the AGENCY.

801-5.1.1.2 Time Clock Wall Mount Controller

Shall be installed inside mechanical room building at Haster Basin Park-

Contractor to Furnish and Install; Calsense Manufacturer (1) One (8) Eight Station Wall Mounted Controller

Model: CS 3000- (CS3-2W-WM1), (GR-BUNDLE-2), (TP-1-10), (CS-2W-POC) and (CS-2W-2ST) (or Agency Approved Equal)

Calsense Contact: Jeff Drongowski Phone: (760)-580-9428

801-5.1.2 Existing Conditions

The Contractor shall verify and be familiar with the locations, size and detail of points of connection provided as the source of water, electrical supply, and telephone line connection to the irrigation system.

Prior to cutting into the soil, the Contractor shall locate all irrigation mainline, laterals and electrical light cables, conduits, and other utilities and he shall take proper precautions not to damage or disturb such improvements. If a conflict exists between such obstacles and the proposed Work, the Contractor shall promptly notify the Landscape Architect and City Inspector.

Add the following subsection:

801-5.2 General

Irrigation Materials

SECTION 7 - SPECIAL PROVISIONS (Continued)

Shall include but not limited to: Time clock controller, Inline Remote Control Valves, Shut off Ball Valves, 6" high Turf Pop-up Sprinkler body/ head, Nozzles, Swing Joints, Fittings, Irrigation Valve Boxes, Mainline, Laterals, Sleeves and Piping, all pipe fittings and wiring.

801-5.3 Pipe and Fittings and Drip Irrigation

Add the following:

Lateral Plastic pipe 3/4" to 2" inch in size and shall be PVC SCH 40, solvent welded pipe, unless shown otherwise on the plans.

All Mainline Plastic pipe shall be PVC CLASS 315, solvent welded pipe, unless shown otherwise on the plans.

Sleeves Plastic pipe 2" inches and over shall be PVC SCH 80, solvent welded pipes, unless shown otherwise on the plans.

All pressure pipe risers and fittings shall be PVC Schedule 80.

Pipe shall be homogenous throughout, free from visible cracks, holes, blisters, dents, wrinkles, die and heat marks, and foreign materials.

Continuously and permanently mark pipe with manufacturer's name or trademark, kind and size pipe, material, manufacturer's lot number, schedule, or Class and NSF seal of approval.

The physical specifications of the Society of Plastic Industries for each type of pipe used shall be deemed and construed as a part of this specification.

Pipe dating shall be done in conjunction with records held by the manufacturer for two years, covering quality control tests, raw material batch numbers and any other information required by the manufacturer.

Solvent weld fittings shall be PVC manufacture, heavy wall and of the IPS solvent welded types, Schedule 40. Fittings containing threads shall be Schedule 80.

Primer and solvent shall be of the type and make approved by the pipe manufactures for use on its pipe.

Replace this section in it's entirely and add the following:

801-5.4 Remote Control Valves.

Inline Remote Control Valves shall be per manufacturer, size, and type shown on the Construction Plans

Remote Control Valves shall be constructed of a bronze body, gate and stem. Remote Control Valves shall have threaded connections.

All Remote Control Valves shall have a minimum working pressure of not less than 150 PSI and shall conform to AWWA standards.

SECTION 7 - SPECIAL PROVISIONS (Continued)

Furnish and Install 14 gauge irrigation controller wiring and (1) one white common to all new and existing remote control valves within the project limit areas, connect and program to the time clock controller. Contractor shall meet onsite with City Inspector to review existing and new water run times for each park site

Two continuous spare control wires, blue in color shall be installed and secure taped to all pressurized mainline from the time clock controller to the ends of the mainline.

Replace this section in it's entirely and add the following:

801-5.5 Ball Valves.

Ball Valves shall be per manufacturer, size, and type shown on the Construction Plans

Ball Valves shall be constructed of a bronze body, gate and stem. Ball Valves shall have threaded connections.

Contractor to install (1) one ball valve per each remote control valve (locate inside valve box for shutoff purposes) Size shall be per mainline size

Replace this section in it's entirely and add the following:

801-5.6 Valve Boxes.

Valve boxes shall be per manufacturer, size, and type shown on the plans and / or in field conditions

The valve box cover shall be green in color for domestic water with secured hidden latch mechanism the cover and box shall be capable of sustaining a load of 1,500 pounds.

Valve box extensions shall be by the same manufacturer as the valve box.

Automatic control valve boxes shall be rectangular size. Valve box covers shall be marked "RCV" with the valve identification number "heat branded" onto the cover in 2 inch high letters / numbers.

Add the following to this section:

801-5.7 Sprinkler Equipment

All Sprinkler Equipment for grass areas shall be Hunter Industries Manufacturer I-40-06-SS, I-20-06-SS Rotor with stainless steel 6" high riser and Rainbird Manufacturer 6" high pop-up bodies with SCH 80 Triple swing joints with matching nozzles. All Sprinkler Equipment shall have triple swing joint assemblies matching size.

Add the following to this section:

801-5.8 Submittal

A. Product Data:

1. Materials List: Prior to installation of products, submit a detailed list of each material proposed for use. Prepare typewritten material list using the following format.

SECTION 7 - SPECIAL PROVISIONS (Continued)

ITEM NO.	DESCRIPTION	MANUFACTURER	MODEL NO.
2.	No substitutions will be allowed without prior written acceptance by the Landscape Architect or City Inspector.		
a.	All materials supplied for the Work shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to the AGENCY.		
b.	Pre-Installation Conference: Prior to commencing irrigation system work, convene a pre-installation conference at the Project site to review Contract Drawings and Contract Specifications and field conditions. Landscape Architect shall attend as well as City Inspector		
3.	Review field conditions and Work indicated on all Contract Drawings to determine actual configuration necessary for landscape irrigation system.		
4.	Immediately notify Landscape Architect and City Inspector of conflicts requiring substantial alterations to irrigation system configuration.		

801-5.9 Protection

Use all means necessary to protect irrigation system inside and outside scope of work areas materials before, during, and after installation and to protect the installation work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary "in kind" and to the acceptance of the City Inspector and at no additional cost to the AGENCY. Protect all materials to prevent intrusion of dirt and moisture.

Add the following to this subsection:

801-5.10 Sprinkler Head Adjustment. Shall be adjusted and or relocated as per site conditions

801-5.10.1 Location, Elevation, and Spacing.

As per site conditions and shall be (100 % head to head) coverage

801-5.10.2 Riser and Nozzle Line Installation and Relocation.

801-10.3. Sprinkler Head Adjustment. Flush to new finish grade, as per site conditions

801-10.4 Flushing and Testing.

Add the following to this subsection:

Flush all Main and Lateral Lines. All open ends shall be piped (temporarily) to exhaust flushing water up and out of the trenches. No water will be permitted to fall into the trench. Flushing procedure will be to first open the ports nearest the source, then recap and move progressively toward the end of the line with only one open port flushing at any one time.

801-11.1 General.

801-11.2 Pipeline Pressure Test

Delete this subsection in its entirety and replace with the following:

SECTION 7 - SPECIAL PROVISIONS (Continued)

Main Lines: Pressure tests on main lines shall be made after lines have been flushed. Close all control valves by hand. Pipes shall be center loaded leaving all fittings exposed. Contractor shall furnish force pump and pressure gauges necessary to complete pressure tests.

Plastic Pipe: All plastic main lines in the system shall be capped and pressure tested at 125 psi for a period of one hour with no drop in pressure. All leaks found shall be corrected by removing the leaking pipe or fittings and installing new material in place thereof and retesting.

Closing in Uninspected Work: The Contractor shall not allow nor cause any of this work to be covered or enclosed until it has been inspected, tested and approved by the City Inspector. Should any of this work be enclosed or covered before such inspection and test, the Contractor shall uncover the work at his own expense and after it has been inspected, tested and approved, shall make all repairs with like materials necessary to restore all his work and that of the other Contractor's to its original condition.

801-11.3 Sprinkler Coverage Test.

Add the following to this subsection:

Sprinkler system shall be in 100 % percent working order with head to head spray water coverage

801-12 PAYMENT. Replace section with the following:

Payment for “**IRRIGATION**” shall be at the contract **SQUARE FOOT (SF)**
Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering and installation, supervision, inspection, air quality dust control necessary to accomplish all the irrigation time clock controller, remote control valves, mainline, laterals triple swing joints, pop-up gear rotors, nozzles, wiring and all fittings for system complete in place, conforming to the requirements herein, including but not limited to; all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the City Inspector and no additional compensation will be allowed therefore.

801-13.0 GROUTED COBBLESTONE (Add the following subsection):

801-13.1 General. Grouted cobblestone work shall consist of furnishing, placing, and grouting cobblestone, including site preparation clear of trash and debris, as shown on the plans and in conformance with these special provisions, and as directed by the City Inspector.

Cobblestone shall be 3” to 5” diameter in size
Color: Mexican Beach Pebble Mix
Available at: Southwest Boulders (714)-882-1010
Grout: Laticrete Manufacturer 226 Thick Bed Mortar Color: # 56 Desert Khaki
(Or Agency Approved Equal)
Prepare stone and grout per manufacturers specifications.

801-13.2 PAYMENT. Replace section with the following:

SECTION 7 - SPECIAL PROVISIONS (Continued)

Payment for “**GROUTED COBBLESTONE**” (including demobilization and incidental project costs) shall be at the contract **SQUARE FOOT (SF)**

Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering and installation, supervision, inspection, air quality dust control necessary to accomplish all the grouted cobblestone in place and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

801-14 ROCK BOULDERS

Shall be: Real natural rock boulders at 2'-6" to 3'-0" diameter in size Buried to a depth of 1/3 below finish grade

Quantity shall be per Construction Plan

Model: Apache Sunset

Available at: Southwest supply (714)-882-1010

801-14.1 PAYMENT. Replace section with the following:

Payment for “**ROCK BOULDERS**” (including demobilization and incidental project costs) shall be at the contract **EACH (EA)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, placement, installation, supervision, inspection, air quality dust control necessary to accomplish all the rock boulders and place and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 802 – MISCELLANEOUS ITEM

802-1 Drinking Fountain (West Haven Park)

802-1.2 General *[Add the following]:*

ADA compliant water drinking fountain work shall consist of furnishing, installing, including site preparation, tie in connection to existing water line at recreation building, copper water fill line, shutoff ball valve in green box with locking cover, gravel sump pipe and SCH 40 drain pipe, concrete bell pie, cap lid concrete paving, metal anchoring rods as shown on the plans and in conformance with these special provisions, and as directed by the City Inspector.

802-2. PAYMENT. Replace section with the following:

Payment for “**MISCELLANEOUS ITEM**” (including demobilization and incidental project costs) shall be at the contract **LUMP SUM(LS)** Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering, placement, installation, supervision, inspection, air quality dust control necessary to accomplish all the drinking fountain and all components in place and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the AGENCY and no additional compensation will be allowed therefore

SECTION 803 PRESSURE PIPE: DOMESTIC WATER

SECTION 7 - SPECIAL PROVISIONS (Continued)

803-1 General.

Delete this subsection in its entirety and replace with the following:

Pressure Domestic Water Main Line Pipe: Shall be 1" diameter size copper from the water meter to the backflow prevention device and 1" diameter size HDPE One (1) piece downstream from the backflow prevention device to the new restroom building. Contractor shall furnish and install all fittings and connections required per local building code requirements. Water line Pressure tests on main lines shall be made after lines have been flushed. Close all control valves by hand. Pipes shall be center loaded leaving all fittings exposed. Contractor shall furnish force pump and pressure gauges necessary to complete pressure tests.

Copper Pipe and Fittings:

- a. Pipe: Type K, hard tempered.
- b. Fittings: Wrought copper, solder joint type.
- c. Joints shall be soldered with silver solder, 45 percent silver, 15 percent copper, 16 percent zinc, and 24 percent cadmium. Solid at 1125 F. and liquid at 1145 F.

Plastic Pipe: All plastic main lines in the system shall be capped and pressure tested at 125 psi for a period of one hour with no drop in pressure. All leaks found shall be corrected by removing the leaking pipe or fittings and installing new material in place thereof and retesting.

803-2 Backflow Prevention Device

803-2.1 Furnish and Install new Backflow Prevention Device with metal locking cage in accordance with the type noted on drawings and equipped with resilient sealed ball valves.

803-2.2 Wye strainers at backflow prevention units shall be 125 lb. steam rated Bronze with 40 mesh S.S. screen size 1" and smaller and shall be similar to Wilkins YSBR. Size 1" and larger shall be Cl. 125 cast iron flanged with epoxy coating and 20 mesh S.S. screen similar to a Wilkins FSC or equal.

803-2.3 All equipment enclosures for controllers and backflow devices shall be vandal resistant of stainless steel construction of the type noted on the drawings.

803-3 PAYMENT. Replace section with the following:

Payment for "**PRESSURE PIPE**" shall be at the contract **LUMP SUM (LS)**

Bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, bonds, insurance, submittals and incidentals, transporting, delivering and installation, supervision, inspection, air quality dust control necessary to accomplish all the domestic water pressure copper and HDPE pipe and all fittings and backflow prevention device system complete in place, conforming to the requirements herein, including but not limited to; all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these

SECTION 7 - SPECIAL PROVISIONS (Continued)

Special Provisions, as approved by the City Inspector and no additional compensation will be allowed therefore.

SPECIAL PROVISIONS PART 9 **COMPLETION AND ACCEPTANCE**

Upon receipt of the Contractor's written assertion that the work has been completed, the City Inspector or authorized representative will inspect the work for acceptance. Because of the subsequent inspection, a "punch list" shall be prepared by the Project Manager and submitted to the Contractor for compliance and/or repair.

The project is considered certifiable for completion and acceptance when all liens and/or claims for labor, materials, tools and equipment have been paid for and all liens and/or claims releases are received by the City; when all Contract items of work have been completed, including changes to the plan, with acceptable workmanship; when all repairs to damaged existing utilities, appurtenances and improvements have been completed and accepted by the respective owners; when all USA markings have been removed; and when the project site and all areas occupied by the Contractors are left in a neat and presentable condition. All corrections noted in the "punch list" must be approved and accepted by the City Inspector.

The contractor shall submit as-built plans to the City Inspector before the final acceptance of the project and to end the contract working days.

If, in the City Inspector's judgment, the work has been completed and is ready for acceptance, he/she will so certify to the City Council, which will accept the completed work. The City Inspector will, in his/her certification, give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work and the end of assessment of liquidated damages. Retention shall be released after the Notice of Completion is recorded by the County Recorder.

Full compensation for conforming to the requirements of this article shall be considered as included in the Contract bid prices for the various items of work, and no separate payment will be allowed therefore.

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APPENDIX A

FEDERAL REQUIREMENTS

Federal Requirements. The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

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1. FEDERAL AND STATE LABOR STANDARDS

a. Labor Standards and Civil Rights

Contractor agrees to comply with the requirements of the Secretary of Labor and the latest amendments to: Executive Orders 11246 and 11375, as supplemented in Department of Labor regulations (41 C.F.R. chapter 60); the Copeland “Anti-Kickback” Act (18 U.S.C. § 847) as supplemented in Department of Labor regulations (29 C.F.R. part 3); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §§ 1701 *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000); Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 701 *et seq.*). Contractor agrees to comply with the requirements of all other applicable federal, State, and local laws and regulations.

b. State Labor Standards & Wage Requirements

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor Standards. State Labor Standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing wage determination of per diem wages are on file at the City of Garden Grove, 11222 Acacia Pkwy, Garden Grove, CA 92840 and is available to any interested party on request.

This project is subject to Department of Industrial Relations General Wage Determination of 2025-2 for the Journeymen and Apprentices for Orange County, Southern California, and Statewide.

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The Contractor’s duty to pay State prevailing wages can be found under Labor Code Section 1770. *et seq.* and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employee apprentices including forfeitures and debarment.

c. Federal Prevailing Wage Statement

This is a federally assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. During the life of the project, if a change order is issued to extend the construction work term or add to the original scope of work, the prevailing wage decision will be updated to the most current and provided to the general contractor for distribution. This project is subject to CA20250024, Modification 11, Publication Date 9/5/2025 for Heavy classification. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

d. Certified Payroll Submission to the City of Garden Grove

Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours

worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

e. Contractor Registration Requirements

Contractors, ready-mix concrete suppliers, and on/off haulers/trucking companies are required to register with the DIR and to maintain current registration status for the life of the project.

f. Contractor's Requirement to Submit Payrolls to the State Labor Commissioner using the DIR's Public Works Website Services

Contractors, ready-mix concrete suppliers, and on/off haulers/trucking companies are required to submit weekly payrolls to the DIR. After submitting to the DIR, confirmation of DIR eCPR Submission must be submitted with payroll to the City.

g. SECTION 3

This is a HUD Section 3 Contract, and all Bidders/Proposers must commit to achieving established requirements, including benchmarks, for Section 3 workers and Targeted Section 3 workers to be considered a responsive bidder and eligible for a contract award. The Bidder/Proposer must submit a Declaration of Intent to Comply with Section 3 requirements, including benchmarks, in order to be a responsive bidder/proposer eligible for contract award. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The Bidder/Proposer is required to complete and submit the Declaration of Intent to Comply with Section 3 Requirements, certifying that they intend to comply with the Section 3 provisions as defined in Section 8.43 (Section 3 of the Housing and Urban Development Act of 1968, As Amended) in Sample Standard Contract. Further, Proposers are required to comply with the requirements under the said provision for the term of any contract awarded pursuant to this solicitation. Proposals that fail to comply with the requirements of Section 3 will be considered non-responsive and excluded from further consideration.

The benchmark for Section 3 workers is set at 25% or more of the total number of labor hours to be worked on the Project. The benchmark for Targeted Section 3 workers is set at 5% or more of the total number of labor hours worked on the Project. The contractor is allowed to count the Targeted Section 3 worker hours from the Section 3 worker hours.

The benchmark for Section 3 Business Concern is set at 10% or more of the total construction dollars to be awarded to local and qualified Section 3 businesses. The benchmark for Section 3 Business Concern is set at 3% or more of the total non-construction dollars to be awarded to local and qualified Section 3 businesses.

Declaration of Intent to Comply with Section 3 Requirements

Bidders must complete and sign the Section 3 Declaration and submit in the bid to the City. If this Declaration is missing from the bid, the City will deem the bid as unresponsive and may disqualify the bidder from being awarded.

Section 3 Definitions

Section 3 Worker: Any worker who currently fits or when hired within the past five (5) years fit at least one (1) of the following criteria:

- ✓ Low- or very low-income, as established by HUD's income limits
- ✓ Employed by a Section 3 business concern
- ✓ A YouthBuild participant

Targeted Section 3 Workers: Targeted Section 3 Worker (for housing and community development assistance):

- ✓ Worker employed by a Section 3 business concern
- ✓ Low and very low-income workers residing within neighborhood or service area of the Project
- ✓ Neighborhood service area – one (1) -mile radius of project site, or if fewer than 5,000 people, circle centered on project containing 5,000 people.
- ✓ YouthBuild participants

Section 3 Business Concern: Businesses that meet one of the following criteria within the last six (6) months:

- ✓ At least 51% owned and controlled by low-income or very low-income persons.
- ✓ Over 75% of labor hours performed for the business over prior 3-month period are performed by Section 3 Workers.
- ✓ At least 51% owned and controlled by current residents of public housing or Section 8 assisted housing.
- ✓ The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- ✓ Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern

h. Apprenticeship Employment Standards

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them. Contractors will follow the guidelines of apprenticeship certification, on-the-job training set forth in the California Apprenticeship Council, Title 8, Chapter 2: https://www.dir.ca.gov/das/Laws_Regulations.htm .

2. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to

carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: <https://caltrans.dbesystem.com/>

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

3. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.
4. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time or via email at hotline@oig.dot.gov and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
5. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible bidder.
6. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

7. CHANGED CONDITIONS *Differing Site Conditions*

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

- If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

- No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

8. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Garden Grove.

All work shall be diligently prosecuted to completion before the expiration of 75 WORKING DAYS beginning on the fifteenth calendar day after the Notice to Proceed is issued. The working day clock for both phases of work starts on the same day, fifteen calendar days after the Notice to proceed is issued.

The Contractor shall pay to the City of Garden Grove the sum of **\$1,800.00 per day** for each and every calendar day during which completion of all work has not been completed within their respective seventy five (75) working day period.

9. Applicability of the Build America, Buy America

The Build America, Buy America Act (BABA) requires that all of the iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States.

Under Sections 70912 and 70914, the Buy America Preference (BAP) applies to the purchase of iron, steel, manufactured products, and construction materials for Covered Community Planning and Development (CPD) Programs when funds are used for the construction, alteration, maintenance, or repair of infrastructure, as defined by BABA.

Categorization of Articles. The term “categorization of articles” refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:

- Iron or steel products;
- Manufactured products;
- Construction materials; or
- Section 70917(c) materials.

Construction Materials are also:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood, and
- Drywall.

Covered Materials includes the following when used in connection with an Infrastructure Project:

- A. all iron and steel;
- B. all Manufactured Products; and
- C. all Construction Materials.

Under the U.S. Department of Housing and Urban Development’s (HUD) Phased Implementation Schedule, iron and steel are covered material under BABA for this Project. Contractors, manufacturers, and suppliers will be required to purchase iron and steel that are American-made only. Contractors, manufacturers, and suppliers will be required to provide signed certification forms with short description to identify where the covered material was made, supplied to, and where the material will be installed or used. Signed certifications must be submitted with copies of purchase order, invoice, and/or work order.

BABA only applies to articles, materials and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. BABA does not apply to building appliances (e.g., microwaves, refrigerators, dishwashers, etc.), air conditioning units, and generators that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

BABA does not apply to “removable” objects that are not an integral part of the structure or permanently affixed to the infrastructure project. For example, security cameras or fire/smoke/carbon monoxide detectors are not subject to the domestic preference requirements because they are removable and are not an integral part of the structure. This same reasoning applies to air conditioning units and building appliances within the infrastructure project; they are not an integral part of or permanently affixed to the structure. For equipment that is permanently affixed to infrastructure or that is integral to the structure and remains in a permanent location the equipment is subject to BABAA requirements. The purchasing of appliances and “removable objects” do not apply to BABA.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

For federally assisted public works projects subject to BABAA, contractors and subcontractors must sign and submit the BABAA certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity) in each bid or offer for an infrastructure project that has not been waived by a BABAA waiver found in Appendix D HUD forms.

10. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

11. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

(The local agency must include one of the following three provisions to ensure prompt and full payment of any retainage from the prime contractor, or subcontractor, to a subcontractor. Remove or strike out the methods not used.)

(EITHER)

No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.

(OR)

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage held by the prime contractors or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

(OR)

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the

prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

12. The following sections “Female and Minority Goals” and “Training” were updated to match Sections 7-1.50C and 7-1.50D, respectively of the CT Amendments to the Standard Specifications.

13. FEMALE AND MINORITY GOALS To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
	7500 Santa Rosa	
	CA Sonoma	9.1
177	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

12. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required

of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- 3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Maintain records and submit reports documenting your performance under this section

APPENDIX B

DAVIS-BACON WAGE RATES

"General Decision Number: CA20250024 09/05/2025

Superseded General Decision Number: CA20240024

State: California

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

County: Orange County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.
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The applicable Executive Order minimum wage rate will be

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/03/2025
1	01/24/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/28/2025
6	06/06/2025
7	08/01/2025
8	08/08/2025
9	08/15/2025
10	08/22/2025
11	09/05/2025

ASBE0005-002 09/01/2024

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 39.94	20.65

ASBE0005-004 07/04/2022

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)....\$ 23.52 13.37

* BRCA0004-010 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*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 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77
TILE LAYER.....	\$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

CARP0213-001 01/01/2024

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 48.86	22.88
(2) Millwright.....	\$ 49.36	22.88
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framers, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 48.99	22.88
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 40.77	22.38
(7) Table Power Saw Operator.....	\$ 51.70	16.28

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

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER.....	\$ 48.86	22.88
STOCKER/SCRAPPER.....	\$ 20.80	9.97

CARP0721-001 07/01/2021

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

ELEC0011-001 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 46.47	3%+17.08

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 alarm (see last paragraph below) 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. Fire alarm work shall be performed at the current

inside wireman total cost package.

ELEC0441-001 12/30/2024

	Rates	Fringes
CABLE SPLICER.....	\$ 62.99	24.79
ELECTRICIAN.....	\$ 60.22	24.71

* ELEC0441-003 06/30/2025

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

	Rates	Fringes
Communications System		
Installer.....	\$ 49.73	17.54
Technician.....	\$ 31.23	15.39

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

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

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D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC0441-004 12/30/2024

Rates Fringes

ELECTRICIAN (TRANSPORTATION
SYSTEMS, TRAFFIC SIGNALS &
STREET LIGHTING)

Cable Splicer/Fiber Optic		
Splicer.....	\$ 60.82	24.72
Electrician.....	\$ 60.22	24.71
Technician.....	\$ 45.17	24.26

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.

Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of ""fish and pull wires"". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and

drainage as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary to install the complete transportation system.

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

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(4) Powderman.....	\$ 51.87	18.79

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

ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.43	38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80

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GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig 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); Direct Push Operator (Geoprobe or similar types) 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 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 types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator

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

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

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

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

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

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

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, 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);

Spyder Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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) ; Tower crane operator and tower gantry

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,m 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, SMB 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 thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

IRON0433-006 01/01/2025

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	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 55.88	23.77
GROUP 2.....	\$ 54.93	23.77
GROUP 3.....	\$ 51.39	23.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour

above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0652-001 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 53.60	25.74
GROUP 2.....	\$ 53.92	25.74
GROUP 3.....	\$ 54.38	25.74
GROUP 4.....	\$ 55.07	25.74
LABORER		
GROUP 1.....	\$ 46.48	25.95
GROUP 2.....	\$ 47.03	25.95
GROUP 3.....	\$ 47.58	25.95
GROUP 4.....	\$ 49.13	25.95
GROUP 5.....	\$ 49.48	25.95

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 bellow

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

LABO0652-003 07/01/2024

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LABO1184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		

(1) Drilling Crew Laborer...	\$ 47.94	20.86
(2) Vehicle Operator/Hauler.	\$ 48.11	20.86
(3) Horizontal Directional Drill Operator.....	\$ 49.96	20.86
(4) Electronic Tracking Locator.....	\$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 49.30	23.97
GROUP 2.....	\$ 50.60	23.97
GROUP 3.....	\$ 52.61	23.97
GROUP 4.....	\$ 54.35	23.97

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

LABO1414-001 08/06/2025

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....\$ 46.17 25.97

PLASTER TENDER.....\$ 48.72 25.97

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

PAIN0036-001 07/01/2023

Rates Fringes

Painters: (Including Lead
Abatement)

(1) Repaint (excludes San
Diego County).....\$ 29.59 17.12
(2) All Other Work.....\$ 38.52 18.64

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 09/01/2024

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 49.33 26.82

PAIN0036-015 01/01/2025

Rates Fringes

GLAZIER.....\$ 53.05 30.64

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

PAIN1247-002 01/01/2025

Rates Fringes

SOFT FLOOR LAYER.....\$ 45.15 19.43

PLAS0200-009 08/03/2022

Rates Fringes

PLASTERER.....\$ 47.37 19.64

PLAS0500-002 07/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 44.00 27.11

PLUM0016-001 09/01/2024

Rates Fringes

PLUMBER/PIPEFITTER

Work ONLY on new additions
and remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space.....\$ 57.67 25.63
Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....\$ 44.24 23.96
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.....\$ 59.48 26.61

PLUM0345-001 09/01/2023

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 40.20 25.90
Sewer & Storm Drain Work....\$ 44.29 23.28

* ROOF0036-002 08/01/2025

Rates Fringes

ROOFER.....\$ 52.63 20.73

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.

SFCA0669-008 01/01/2025

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA,

AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY
LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.45	28.50

SFCA0709-003 09/01/2023		

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF
ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS
ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 54.29	32.00

SHEE0105-003 01/01/2025		

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

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New		
Construction and Remodel		
work.....	\$ 59.31	30.43
(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...	\$ 56.95	30.04

TEAM0011-002 07/01/2025		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.59	35.69
GROUP 2.....	\$ 41.74	35.69
GROUP 3.....	\$ 41.87	35.69
GROUP 4.....	\$ 42.06	35.69
GROUP 5.....	\$ 42.09	35.69
GROUP 6.....	\$ 42.12	35.69
GROUP 7.....	\$ 42.37	35.69

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GROUP 8.....	\$ 42.62	35.69
GROUP 9.....	\$ 42.82	35.69
GROUP 10.....	\$ 43.12	35.69
GROUP 11.....	\$ 43.62	35.69
GROUP 12.....	\$ 44.05	35.69

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

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

GROUP 12: Boom Truck 17K and above

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION"

APPENDIX C

HOUSING AND URBAN DEVELOPMENT (HUD) DEPARTMENT REQUIREMENTS



CONTRACTING GOALS WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

1. The City of Garden Grove requires bidders to perform outreach efforts in search for and support the utilization of Small, Minority, Women-owned, and Labor Surplus Area business firms that operate within Orange County. Bidders should take the following steps for outreach:
 - a. Include qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1 (a) through 1 (e) above.
2. Grantees shall take similar outreach efforts in support of women's business enterprises.
3. Grantees are encouraged to procure goods and services from labor surplus areas.
4. The City of Garden Grove has set the following business goals:
 - a. Small and Minority Business Enterprise (SBE): The Bidder aims to award 11.9% of prime contract to small businesses
 - b. Women-Owned Business Enterprise: The Bidder aims to award 6.9% of prime contract to women-owned businesses

I have read this required information regarding contracting with small and minority firms, women's business enterprise, and labor surplus area firms which is evidenced by my signature.

Signature

Date

CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____ Fax _____ E-mail _____

Type of Firm: Individual ____ Partnership ____ Corporation ____

Corporation organized under the laws of the State of _____

Contractor's License Number _____ State _____ Classification _____ Expiration Date _____

DIR Registration Number _____ Expiration Date _____

Names and titles of all officers of the firm

Please circle all categories that are applicable to the company:

Ethnicity of Company Owner or Ownership

- ☐ Asian/Pacific American
- ☐ Black American
- ☐ Hasidic Jews
- ☐ Hispanic American
- ☐ Native American
- ☐ White American

Section 3 Certified Business Concern

- ☐ Section 3 Qualified Business

Certified Business Status

- ☐ Disadvantaged Business
- ☐ Local Small Business
- ☐ Minority Owned Business
- ☐ Women Owned Business

List of Proposed Subcontracts

Project Name: _____

Awarding Public Agency: _____

All subcontractors, concrete ready-mix suppliers, and trucking companies to be utilized must be listed reported on this list.

Company Name and Address	Contractor/Surveyor License#	Federal Employer ID #	Contract Amount	Estimated Start and Completion Dates	Craft or Service to be Provided

Updated 2/19/2025

**Build America, Buy America Act
Required Self-Certification**

For federally assisted public works project subject to Build America, Buy America Act (BABAA), contractors, subcontractors, manufacturers, and all other applicable suppliers must copy and paste the Self-Certification template (provided below), sign, and submit to the project before first day of work or before placing order of or providing covered material to the project.

Copy and Paste Below on Company Letterhead

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (Project Name and Location) _____ that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

Date

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

form HUD-92010 (3/2006)
VA form 26-421

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
 - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- iv. **Fringe benefits not expressed as an hourly rate**
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- v. **Unfunded plans**
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- vi. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

- A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

- from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
 - iv. **Required disclosures and access**
 - A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

- 6 Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- 7 Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8 Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility.**
- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- 11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
 - iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.
- B. Contract Work Hours and Safety Standards Act (CWHSSA)**
The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

A. APLICABILIDAD

El proyecto o programa al cual pertenece el trabajo de construcción cubierto por este Contrato recibe asistencia de los Estados Unidos de América, y las siguientes disposiciones laborales federales estándar están incluidas en este Contrato conforme a las disposiciones aplicables a tal asistencia federal.

1. Salarios mínimos y beneficios complementarios

- i. A todos los trabajadores y mecánicos empleados o que trabajan en el lugar de trabajo (o de otro modo que trabajen en la construcción o desarrollo del proyecto en el alcance de una ley sobre desarrollos), se les pagará incondicionalmente y con una frecuencia no menor a una vez a la semana, y sin deducciones o descuentos posteriores por ningún motivo (excepto tales deducciones de nómina según lo permitido por las reglamentaciones emitidas por el Secretario de Trabajo según la Ley Copeland (29 CFR parte 3)), el monto total de salarios por hora básicos y beneficios complementarios de buena fe (o sus equivalentes de efectivo) que se deben al momento del pago computados a las tarifas no menores que aquellas contenidas en la determinación del salario del Secretario de Trabajo que se adjunta al presente y que forma parte del mismo, independientemente de cualquier relación contractual que pueda alegarse que existe entre el contratista y tales trabajadores y mecánicos. Según se establece en 29 CFR 5.5(d) y (e), las determinaciones salariales adecuadas son efectivas por imperio de la ley incluso si no se hayan adjuntado al contrato. Las contribuciones realizadas o los costos razonablemente previstos para beneficios complementarios de buena fe según la Ley Davis-Bacon (40 U.S.C. 3141(2)(B)) a cuenta de los trabajadores o mecánicos se consideran salarios pagados a tales trabajadores o mecánicos, sujeto a las disposiciones del párrafo (a)(1)(v) de estas cláusulas contractuales; además, las contribuciones regulares realizadas o los costos incurridos por más de un período semanal (pero con una frecuencia no menor a quincenal) en planes, fondos o programas que cubren el período semanal en particular, se considera que se realizan de manera constructiva o que se incurren durante tal período semanal. A dichos trabajadores y mecánicos se les debe pagar la tasa salarial adecuada y los beneficios complementarios sobre la determinación salarial para la(s) clasificación(es) de trabajo realmente realizadas, independientemente de la habilidad, excepto según se estipula en 29 CFR 5.5(a)(4). Los trabajadores o mecánicos que realizan trabajos en más de una clasificación podrán ser compensados a la tasa especificada en cada clasificación por el tiempo trabajado en realidad en esa clasificación: *Siempre que*, los registros de la nómina del empleador establezcan con precisión el tiempo dedicado a cada clasificación en la cual se realizó el trabajo. La determinación salarial (incluyendo cualquier clasificación adicional y tasas salariales conformes a 29 CFR 5.5(a)(1)(iii)) y el póster Davis-Bacon (WH-1321) deben publicarse en todo momento por el contratista y sus subcontratistas en el sitio de trabajo en un lugar destacado y accesible donde pueda ser visto con facilidad por los trabajadores.

ii. Clasificaciones recurrentes con frecuencia

A. Además de las tasas salariales y beneficios complementarios que se han determinado para prevalecer según los procedimientos establecidos en 29 CFR parte 1, una determinación salarial puede contener, conforme a § 1.3(f), tasas salariales y beneficios complementarios para las clasificaciones de trabajadores y mecánicos para las cuales se presentan solicitudes de conformidad con regularidad de acuerdo con 29 CFR 5.5(a)(1)(iii), siempre que:

1. El trabajo realizado por la clasificación no se realiza por una clasificación en la determinación salarial para la cual se haya determinado una tasa salarial prevalente;
2. La clasificación se utiliza en el área por el sector de la construcción; y
3. La tasa salarial para la clasificación mantiene una relación razonable con las tasas salariales prevalecientes contenidas en la determinación salarial.

- B. El Administrador establecerá las tasas salariales para tales clasificaciones de conformidad con 29 CFR 5.5(a)(1)(iii)(A)(3). El trabajo realizado en tal clasificación se debe pagar a una tasa no menor al salario y beneficios complementarios indicados en la determinación salarial para tal clasificación.
- iii. **Conformidad**
- A. El funcionario que contrata debe exigir que cualquier clase de trabajadores o mecánicos, incluyendo ayudantes, que no esté listada en la determinación salarial y que se va a emplear en el contrato esté clasificado de conformidad con la determinación salarial. La conformidad de una clasificación y tasa salarial y beneficios complementarios es adecuada solo cuando se hayan cumplido los siguientes criterios:
1. El trabajo a realizar por la clasificación solicitada no es realizado por una clasificación en la determinación salarial; y
 2. La clasificación se utiliza en el área por el sector de la construcción; y
 3. La tasa salarial propuesta, incluido cualquier beneficio complementario de buena fe, tiene una relación razonable con la tasa salarial contenida en la determinación salarial.
- B. El proceso de conformidad no se puede utilizar para dividir, subdividir o evitar de otro modo la aplicación de clasificaciones enumeradas en la determinación salarial.
- C. Si el contratista y los trabajadores y mecánicos a ser empleados en la clasificación (si se conoce), o sus representantes, y el funcionario que contrata están de acuerdo en la clasificación y tasa salarial (incluyendo el monto designado para beneficios complementarios cuando corresponda), se enviará un informe de la acción tomada por el funcionario que contrata por correo electrónico a DBAconformance@dol.gov. El Administrador, o un representante autorizado, aprobará, modificará o desaprobará cada acción de clasificación adicional dentro de los 30 días de recepción y así lo informará al funcionario que contrata o notificará dentro del período de 30 días que es necesario un tiempo adicional.
- D. En caso de que el contratista, los trabajadores o mecánicos a ser empleados en la clasificación o sus representantes, y el funcionario que contrata no estén de acuerdo con la clasificación y tasa salarial propuestas (incluyendo el monto designado para beneficios complementarios, cuando corresponda), el funcionario que contrata referirá, por correo electrónico a DBAconformance@dol.gov las preguntas, incluyendo las opiniones de todas las partes interesadas y la recomendación del funcionario que contrata, al Administrador para la determinación. El Administrador, o un representante autorizado, emitirá una determinación dentro del plazo de 30 días de la recepción y así lo informará al funcionario que contrata o notificará dentro del período de 30 días que es necesario un tiempo adicional.
- E. El funcionario que contrata debe notificar con prontitud al contratista de la acción tomada por la División de Horas y Salarios conforme al 29 CFR 5.5 (a)(1)(iii)(C) y (D). El contratista debe proporcionar una copia por escrito de tal determinación a cada trabajador afectado o debe publicarse como parte de la determinación salarial. La tasa salarial (incluyendo los beneficios complementarios cuando corresponda) determinada conforme al 29 CFR 5.5 (a)(1)(iii)(C) o (D) debe pagarse a todos los trabajadores que realizan trabajos en la clasificación según el presente contrato desde el primer día en el cual se realiza el trabajo de la clasificación.
- iv. **Beneficios complementarios no expresados como tarifa por hora**
- Cuando la tasa de salario mínimo prescrita en el contrato para una clase de trabajadores o mecánicos incluya un beneficio complementario que no está expresado como tarifa por hora, el contratista podrá pagar el beneficio según lo establecido en la determinación salarial o bien podrá pagar otro beneficio complementario de buena fe o un equivalente de efectivo por hora del mismo.
- v. **Planes sin financiación**
- Si el contratista no realiza pagos a un fiduciario u otro tercero, el contratista podrá considerar como

parte de los salarios de cualquier trabajador o mecánico el monto de cualquier costo previsto razonablemente para proporcionar beneficios complementarios de buena fe en virtud de un plan o programa, *siempre que*, el Secretario de Trabajo haya determinado, por solicitud por escrito del contratista, conforme a los criterios establecidos en 29 CFR 5.28, que las normas de la ley Davis-Bacon aplicables se han cumplido. El Secretario de Trabajo podrá exigir al contratista que aparte en una cuenta separada activos para cumplir con las obligaciones en virtud del plan o programa.

- vi. Interés En caso de un incumplimiento de pago de todo o parte de los salarios requeridos por el contrato, el contratista deberá pagar intereses sobre cualquier pago incompleto de salarios.

2. Retención

i. Requisitos de retención

El Departamento de Vivienda y Desarrollo Urbano de EE. UU. podrá, por iniciativa propia, o deberá, por petición escrita de un representante autorizado del Departamento de Trabajo, retener o hacer que se retengan del contratista tal importe de los pagos o adelantos devengados según se considere necesario para satisfacer las obligaciones del contratista principal o cualquier subcontratista por el monto total de salarios y reparación monetaria, incluyendo intereses, exigidos por las cláusulas establecidas en 29 CFR 5.5(a) por las violaciones de este contrato, o para satisfacer cualquiera de tales obligaciones exigidas por cualquier otro contrato federal, o contrato con asistencia federal sujeto a las normas laborales Davis-Bacon, que tenga el mismo contratista principal (según lo definido en 29 CFR 5.2). Los fondos necesarios pueden ser retenidos al contratista en virtud de este contrato, de cualquier otro contrato federal con el mismo contratista principal, o de cualquier otro contrato con asistencia federal que esté sujeto a los requisitos de las normas laborales Davis-Bacon y que tenga el mismo contratista principal, independientemente de si el otro contrato se otorgó o tuvo asistencia de la misma agencia, y tales fondos podrán utilizarse para satisfacer la responsabilidad del contratista para la cual se retuvieron los fondos. En caso de la falta de pago de un contratista a un trabajador o mecánico, incluyendo cualquier aprendiz o ayudante que trabaje en el sitio de la obra (o de lo contrario que trabaje en construcción o desarrollo del proyecto según una ley sobre desarrollos) el total o una parte de los salarios requeridos por el contrato, o cuando el contratista no presente los registros obligatorios según se menciona en 29 CFR 5.5(a)(3)(iv), HUD podrá por iniciativa propia y después de enviar un aviso por escrito al contratista, patrocinador, solicitante, propietario u otra entidad, según sea el caso, tomar tales medidas que puedan ser necesarias para ocasionar la suspensión de cualquier pago, adelanto o garantía de fondos posterior hasta que tales violaciones hayan cesado.

ii. Prioridad sobre los fondos retenidos

El Departamento tiene prioridad sobre los fondos retenidos o a retener de conformidad con 29 CFR 5.5(a)(2)(i) o (b)(3)(i), o ambos, sobre las reclamaciones de aquellos fondos realizadas por:

- A. Las garantías de un contratista, incluyendo entre otros las garantías de cumplimiento de obligaciones contractuales y las garantías de pago;
- B. Una agencia contratante por sus costos de reaprovisionamiento;
- C. Uno o más síndicos (ya sea un síndico designado por el tribunal o un síndico designado por el Fiscal General de EE. UU., o ambos) en la quiebra de un contratista, o la masa de la quiebra de un contratista;
- D. El/los cesionario(s) de un contratista;
- E. El/los sucesor(es) de un contratista; o
- F. Una reclamación efectuada conforme a la Ley de Pronto Pago, 31 U.S.C. 3901-3907.

3. Registros y nóminas certificadas

i. Requisitos de registros básicos

- A. Duración de la retención de registros. Todos los registros de nómina regulares y otros registros básicos deben mantenerse por el contratista y cualquier subcontratista durante el

transcurso de la obra y deben ser conservados para todos los trabajadores y mecánicos que trabajan en el sitio de la obra (o de otro modo que trabajen en la construcción o desarrollo del proyecto en el alcance de una ley sobre desarrollos) por un período de al menos 3 años después de completados todos los trabajos del contrato principal.

- B. **Información requerida** Tales registros deben contener el nombre; número de Seguro Social; última dirección conocida, número de teléfono y dirección de correo electrónico de cada uno de tales trabajadores; la correcta clasificación laboral de cada trabajador para el trabajo realizado; tasas por hora de salarios pagados (incluyendo tasas de contribuciones o costos previstos para beneficios complementarios de buena fe o equivalentes de efectivo de los mismos para los tipos que se describen en 40 U.S.C. 3141(2)(B) de la Ley Davis-Bacon); número de horas diarias y semanales realmente trabajadas en total y en cada contrato cubierto; deducciones realizadas y salarios reales pagados.
- C. **Registros adicionales relacionados con los beneficios complementarios.** Cuando el Secretario de Trabajo haya determinado conforme a 29 CFR 5.5(a)(1)(v) que los salarios de cualquier trabajador o mecánico incluyen el monto de cualquier costo razonablemente previsto para proporcionar los beneficios en virtud de un plan o programa descrito en 40 U.S.C. 3141(2)(B) de la Ley Davis-Bacon, el contratista debe mantener registros que demuestran que el compromiso para proporcionar tales beneficios es exigible, que el plan o programa es financieramente responsable, y que el plan o programa se ha comunicado por escrito a los trabajadores o mecánicos afectados, y los registros que muestran los costos previstos o el costo real incurrido para proporcionar tales beneficios.
- D. **Registros adicionales relacionados con los aprendices** Los contratistas con aprendices que trabajen bajo programas aprobados deben mantener evidencia por escrito del registro de los programas para aprendices, el registro de los aprendices y la proporción y tasas salariales prescritas en los programas aplicables.

ii. **Requisitos de nómina certificada**

- A. **Frecuencia y método de presentación** El contratista o subcontratista podrá presentar semanalmente, para cada semana en la cual se realice cualquier trabajo dentro del alcance de la ley DBA o leyes relacionadas, las nóminas certificadas ante HUD si la agencia es una parte del contrato, pero si la agencia no es parte, el contratista presentará las nóminas certificadas al solicitante, patrocinador, propietario u otra entidad, según sea el caso, que mantenga tales registros, para su transmisión a HUD. El contratista principal es responsable de la presentación de todas las nóminas certificadas para todos los subcontratistas. Una agencia contratista o contratista principal podrá permitir o exigir a los contratistas que presenten nóminas certificadas mediante un sistema electrónico, siempre que el sistema electrónico requiera una firma electrónica legalmente válida; el sistema permita al contratista, la agencia contratante y al Departamento de Trabajo acceder a las nóminas certificadas por petición durante al menos 3 años después de completado el trabajo del contrato principal; y la agencia contratante o contratista principal permita otros métodos de envío en situaciones donde el contratista no pueda o su capacidad sea limitada para usar o acceder al sistema electrónico.
- B. **Información requerida** Las nóminas certificadas presentadas deben establecer con precisión y en forma completa toda la información que se requiere mantener según 29 CFR 5.5(a)(3)(i)(B), excepto que los números completos del Seguro Social y la última dirección conocida, números de teléfono y dirección de correo electrónico no deben incluirse en las transmisiones semanales. En cambio, las nóminas certificadas solo deben incluir un número de identificación individual para cada trabajador (*p. ej.*, los últimos cuatro dígitos del número de Seguro Social del trabajador). La información semanal de la nómina certificada requerida debe enviarse utilizando el formulario opcional WH-347 o en cualquier otro formato deseado.

El formulario opcional WH-347 está disponible para este fin en el sitio de la División de Horas y Salarios en <https://www.dol.gov/sites/dolgov/files/WH/legacy/files/wh347.pdf> o el sitio web que lo reemplace. No es una infracción de esta sección para un contratista principal exigir a un subcontratista que proporcione los números completos del Seguro Social y la última dirección conocida, número de teléfono y dirección de correo electrónico al contratista principal para sus propios registros, sin la presentación semanal por parte del subcontratista a la agencia de gobierno patrocinante (o al solicitante, patrocinador, propietario u otra entidad, según corresponda, que mantenga tales registros).

- C. **Declaración de cumplimiento** Cada nómina certificada presentada debe estar acompañada por una "Declaración de cumplimiento", firmada por el contratista o subcontratista, o el agente del contratista o subcontratista que paga o supervisa el pago de las personas que trabajan en el contrato, y debe certificar lo siguiente:
 - 1. Que la nómina certificada para el período de nómina contiene la información requerida para ser proporcionada en virtud de 29 CFR 5.5(a)(3)(ii), la información adecuada y los registros básicos se mantienen conforme a 29 CFR 5.5 (a)(3)(i), y tal información y registros son correctos y completos;
 - 2. Que a cada trabajador o mecánico (incluyendo cada ayudante y aprendiz) que trabaja en el contrato durante el período de nómina se le ha pagado por completo el salario semanal que ganó, sin descuentos, ya sea en forma directa o indirecta, y que no se han realizado deducciones ya sea en forma directa o indirecta a los salarios ganados completos, excepto las deducciones permitidas establecidas en 29 CFR parte 3; y
 - 3. Que a cada trabajador o mecánico se le haya pagado no menos de las tasas salariales aplicables y beneficios complementarios o equivalentes de efectivo para las clasificaciones del trabajo realmente realizado, según lo especificado en la determinación salarial aplicable incorporada al contrato.
 - D. **Uso del formulario opcional WH-347** La presentación semanal de una certificación adecuadamente firmada en el reverso del formulario opcional WH-347 cumplirá con el requisito de presentación de la "Declaración de cumplimiento" exigido por 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Firma** La firma del contratista, subcontratista o el agente del contratista o subcontratista debe ser una firma manuscrita original o una firma electrónica legalmente válida.
 - F. **Falsificación** La falsificación de alguna de las certificaciones mencionadas arriba podrá someter al contratista o subcontratista a proceso civil o penal conforme a 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Duración de la retención de la nómina certificada** El contratista o subcontratista debe conservar todas las nóminas certificadas durante el transcurso del trabajo y durante un período de 3 años después de completado todo el trabajo del contrato principal.
- iii. **Contratos, subcontratos y documentos relacionados** El contratista o subcontratista debe mantener este contrato o subcontrato y documentos relacionados incluyendo, entre otros, licitaciones, propuestas, enmiendas, modificaciones y prórrogas. El contratista o subcontratista debe conservar estos contratos, subcontratos y documentos relacionados durante el transcurso del trabajo y durante un período de 3 años después de completado todo el trabajo del contrato principal.
- iv. **Divulgaciones y accesos requeridos**
- A. **Divulgaciones de registros y acceso a los trabajadores requeridos** El contratista o subcontratista debe poner a disposición los registros exigidos según 29 CFR 5.5(a)(3)(i)–(iii), y cualquier otro documento que HUD o el Departamento de Trabajo considere necesarios para determinar el cumplimiento de las disposiciones sobre estándares laborales de cualquiera de las leyes aplicables a las que se hace referencia en 29 CFR 5.1, para inspección, copia o transcripción por parte de representantes autorizados de HUD o

del Departamento de Trabajo, y debe permitir que tales representantes entrevisten a trabajadores durante el horario laboral en el trabajo.

- B. **Sanciones por no cumplimiento de los requisitos de registros y acceso al trabajador** Si el contratista o subcontratista no presenta los registros requeridos o no los pone a disposición, o se niega a permitir las entrevistas con trabajadores durante horario laboral en el trabajo, la agencia federal podrá, luego de dar aviso por escrito al contratista, patrocinante, solicitante, propietario u otra entidad, según sea el caso, que mantiene tales registros o que emplea tales trabajadores, tomar tales acciones que considere necesarias para provocar la suspensión de cualquier pago, adelante o garantía de fondos posterior. Además, la falta de presentación de los registros requeridos mediante solicitud o la falta de puesta a disposición de tales registros o no permitir las entrevistas con trabajadores durante el horario laboral en el trabajo, podrá constituir fundamento para tomar medidas de exclusión conforme a 29 CFR 5.12. Además, a cualquier contratista u otra persona que no presente los registros requeridos o no ponga a disposición tales registros para WHD en el plazo que solicite WHD que se exhiban los registros, se le impedirá presentar como evidencia en un proceso administrativo conforme a 29 CFR parte 6 cualquiera de los registros requeridos que no fueron proporcionados o no fueron puestos a disposición para WHD. WHD tendrá en cuenta una solicitud razonable del contratista o la persona de una prórroga del plazo para la presentación de registros. WHD determinará la razonabilidad de la solicitud y podrá considerar, entre otras cosas, la ubicación de los registros y el volumen de producción.
 - C. **Divulgaciones de información requeridas** Los contratistas y subcontratistas deben mantener el número completo del Seguro Social y última dirección conocida, número de teléfono y dirección de correo electrónico de cada trabajador cubierto, y deben proporcionarlos a HUD si lo solicita, en caso de que la agencia sea parte del contrato, o a la División de Horas y Salarios del Departamento de Trabajo. Si la agencia federal no es parte del contrato, el contratista, subcontratista, o ambos, deben, si se solicita, proporcionar el número completo del Seguro Social y la última dirección conocida, número de teléfono y dirección de correo electrónico de cada trabajador cubierto al solicitante, patrocinador, propietario u otra entidad, según sea el caso, que mantiene tales registros, para su transmisión al HUD, el contratista, o la División de Horas y Salarios del Departamento de Trabajo para fines de una investigación u otra acción de cumplimiento.
4. **Aprendices y oportunidades de igualdad en el empleo**
- i. **Aprendices**
 - A. **Tasa de pago** A los aprendices se les permitirá trabajar a una tasa menor a la predeterminada para el trabajo que realizan cuando están empleados y registrados individualmente en un programa de aprendices de buena fe registrado en el Departamento de Trabajo de EE. UU., Administración de Empleo y Capacitación, Oficina de Aprendices (OA), o en una Agencia Estatal de Aprendices reconocida por la OA. Una persona que no está registrada individualmente en el programa, pero que ha sido certificada por la OA o una Agencia Estatal de Aprendices (cuando corresponda) para ser elegible para empleo a prueba como aprendiz, se le permitirá trabajar a una tasa menor que la tasa predeterminada aplicable para el trabajo que realiza en los primeros 90 días de empleo a prueba como aprendiz en uno de tales programas. En caso de que la OA o una Agencia Estatal de Aprendices reconocida por la OA retire la aprobación de un programa de aprendiz, el contratista ya no estará autorizado a utilizar aprendices a una tasa menor que la tasa predeterminada aplicable para el trabajo realizado hasta que un programa aceptable sea aprobado.
 - B. **Beneficios complementarios** A los aprendices se les debe pagar los beneficios

complementarios conforme a las disposiciones del programa de aprendices. Si el programa de aprendices no especifica los beneficios complementarios, a los aprendices se les debe pagar el importe completo de los beneficios complementarios indicados en la determinación salarial para la clasificación correspondiente. Si el Administrador determina que una práctica diferente prevalece para la clasificación de aprendiz aplicable, se deben pagar los beneficios complementarios conforme a esa determinación.

- C. **Proporción de aprendices** La proporción permitida de aprendices a trabajadores calificados en el sitio de trabajo para cualquier clasificación de oficios no debe ser mayor a la proporción permitida para el contratista respecto de la fuerza laboral completa en el programa registrado o la proporción aplicable a la localidad del proyecto conforme a 29 CFR 5.5(a)(4)(i)(D). A cualquier trabajador listado en una nómina a una tasa salarial de aprendiz, que no está registrado o empleado de otro modo según lo establecido en 29 CFR 5.5(a)(4)(i)(A), no se le debe pagar menos de la tasa salarial aplicable en la determinación salarial para la clasificación de trabajo realmente realizado. Además, a cualquier aprendiz que realice trabajos en el lugar de trabajo que supere la proporción permitida en esta sección se le debe pagar no menos de la tasa salarial aplicable en la determinación salarial para el trabajo realmente realizado.
- D. **Reciprocidad de proporciones y tasas salariales** Cuando un contratista esté realizando la construcción de un proyecto en una localidad que no sea la localidad donde está registrado el programa, deben observarse las proporciones y tasas salariales (expresadas como porcentajes de la tasa horaria del trabajador especializado) aplicables en la localidad en la cual se realiza la construcción. Si no existe una proporción o tasa salarial aplicable para la localidad del proyecto, deben observarse la proporción y la tasa salarial especificadas en el programa registrado del contratista.

- ii **Igualdad de oportunidades de empleo** El uso de aprendices y trabajadores especializados en esta parte debe estar de acuerdo con los requisitos de la igualdad de oportunidades de empleo de la Orden Ejecutiva 11246, y sus enmiendas, y 29 CFR parte 30.

- 5 **Cumplimiento de los requisitos de la Ley Copeland.** El contratista cumplirá con los requisitos del 29 CFR parte 3, que se incorporan por referencia en este contrato.
- 6 **Subcontratos.** El contratista o subcontratista debe incorporar en cualquier subcontrato las cláusulas contenidas en 29 CFR 5.5(a)(1) hasta (11), junto con las determinaciones salariales aplicables y tales otras cláusulas o modificaciones de contrato según el Departamento de Vivienda y Desarrollo Urbano de EE. UU. pueda requerir según instrucciones adecuadas, y una cláusula que exija que los subcontratistas incluyan estas cláusulas y determinaciones salariales en cualquier subcontrato de nivel inferior. El contratista principal es responsable del cumplimiento por parte de cualquier subcontratista o subcontratista de nivel inferior de todas las cláusulas contractuales de esta sección. En caso de cualquier infracción de estas cláusulas, el contratista principal y cualquiera del/de los subcontratista(s) responsables serán responsables de cualquier salario impago y reparación monetaria, incluidos los intereses desde la fecha de pago incompleto o pérdida, que se deba a cualquier trabajador de los subcontratistas de nivel inferior, y podrá quedar sujeto a exclusión, según sea adecuado.
- 7 **Finalización del contrato: exclusión.** Una violación de las cláusulas contractuales en 29 CFR 5.5 podrá constituir fundamento para la terminación del contrato, y para la exclusión como contratista y subcontratista según lo estipulado en 29 CFR 5.12.
- 8 **Cumplimiento de los requisitos de la Ley Davis-Bacon y leyes relacionadas.** Todas las interpretaciones y decisiones de la Ley Davis-Bacon y leyes relacionadas contenidas en 29 CFR partes 1, 3 y 5 están incorporadas en el presente por referencia en este contrato.
- 9 **Disputas relacionadas con las normas laborales.** Las disputas que surjan de las disposiciones sobre normas laborales de este contrato no estarán sujetas a la cláusula de disputas generales de este contrato. Tales disputas se resolverán conforme a los procedimientos del Departamento de Trabajo

establecidos en 29 CFR partes 5, 6 y 7. Las disputas dentro del significado de esta cláusula incluyen las disputas entre el contratista (o cualquiera de sus subcontratistas) y la agencia contratante, el Departamento de Trabajo de EE. UU. o los empleados o sus representantes.

10. Certificación de elegibilidad.

- i. Al celebrar este contrato, el contratista certifica que ni él ni ninguna otra persona o firma que tenga un interés en la firma del contratista es una persona o firma inelegible para que se le otorguen contratos del gobierno en virtud del 40 U.S.C. 3144(b) o 29 CFR 5.12(a).
- ii. Ninguna parte del presente contrato se subcontratará a cualquier persona o firma que no sea elegible para recibir adjudicaciones de un contrato gubernamental en virtud de 40 U.S.C. 3144(b) o 29 CFR 5.12(a).
- iii. La sanción por realizar declaraciones falsas está prescrita en el Código de EE. UU., Título 18 Delitos y procedimientos penales, 18 U.S.C. 1001.

11. Contra las represalias Es ilegal para cualquier persona despedir, bajar de categoría, intimidar, amenazar, limitar, coaccionar, incluir en una lista negra, acosar o de cualquier otra manera discriminar, o hacer que cualquier persona despidan, baje de categoría, intimide, amenace, limite, coaccione, incluya en una lista negra, acose o de cualquier otra manera discrimine, a cualquier trabajador o solicitante de empleo por:

- i. Notificar a cualquier contratista sobre cualquier conducta que el trabajador crea razonablemente constituye una violación de la ley DBA, leyes relacionadas o 29 CFR partes 1, 3 o 5;
- ii. Presentar cualquier queja, iniciar o hacer que se inicie cualquier procedimiento o de lo contrario hacer valer o procurar hacer valer en su nombre o en nombre de terceros cualquier derecho o protección en virtud de la ley DBA, leyes relacionadas o 29 CFR partes 1, 3, o 5;
- iii. Cooperar en cualquier investigación u otra acción de cumplimiento, o testificar en cualquier procedimiento en virtud de la ley DBA, leyes relacionadas o 29 CFR partes 1, 3, o 5; o
- iv. Informar a cualquier otra persona acerca de sus derechos en virtud de la ley DBA, leyes relacionadas o 29 CFR partes 1, 3, o 5.

B. Ley de Horas de Trabajo y Normas de Seguridad Ocupacional en Contratos (CWHSSA)

El Responsable de la agencia debe hacer o exigir que el funcionario que contrata inserte las siguientes cláusulas estipuladas en 29 CFR 5.5(b)(1), (2), (3), (4) y (5) en su totalidad, o (para contratos cubiertos por la Agencia Federal de Adquisiciones) por referencia, en cualquier contrato por un monto que supere \$100,000 y sujeto a las disposiciones de horas extra de la Ley de Horas de Trabajo y Normas de Seguridad Ocupacional en Contratos.

Estas cláusulas deben incorporarse además de las cláusulas requeridas por 29 CFR 5.5(a) o 4.6. Según su uso en este párrafo, los términos “trabajadores y mecánicos” incluyen a los serenos y guardias de seguridad.

1. **Requisitos de horas extras.** Ningún contratista o subcontratista que se contrata para realizar cualquier parte del trabajo del contrato que pueda requerir o involucrar el empleo de trabajadores o mecánicos exigirá ni permitirá que tal trabajador o mecánico en cualquier semana laboral en la cual esté empleado para tal trabajo, trabaje en exceso de cuarenta horas en tal semana laboral a menos que ese trabajador o mecánico reciba compensación a una tasa no menor a una vez y media la tasa básica de pago para todas las horas trabajadas en exceso de las cuarenta horas de esa semana laboral.
2. **Infracción; responsabilidad por salarios impagos; daños y perjuicios.** En caso de cualquier infracción de la cláusula establecida en 29 CFR 5.5(b)(1) el contratista y cualquier subcontratista responsable de los salarios impagos y los intereses desde la fecha del pago incompleto. Además, ese contratista y subcontratista será responsable ante los Estados Unidos (en caso de trabajo realizado bajo contrato para el Distrito de Columbia o un territorio, ante tal distrito o tal territorio), por daños y perjuicios. Tales daños y perjuicios se computarán con respecto a cada

trabajador o mecánico individual, incluyendo serenos y guardias de seguridad, empleados en infracción de la cláusula establecida en 29 CFR 5.5(b)(1), en la suma de \$31 por cada día calendario en el cual a ese individuo se le exigió o permitió trabajar en exceso de la semana laboral estándar de cuarenta horas sin pago de las horas extras requeridas por la cláusula establecida en 29 CFR 5.5(b)(1).

3. Retención para salarios impagos y daños y perjuicios

- i. **Proceso de retención** El Departamento de Vivienda y Desarrollo Urbano de Estados Unidos o el receptor de asistencia federal podrá, por iniciativa propia, o deberá, por petición escrita de un representante autorizado del Departamento de Trabajo, retener o hacer que se retengan del contratista tal importe de los pagos o adelantos devengados según se considere necesario para satisfacer las obligaciones del contratista principal o cualquier subcontratista por cualquier salario impago; reparación monetaria, incluyendo intereses, y daños y perjuicios exigidos por las cláusulas establecidas en 29 CFR 5.5(b) de este contrato, cualquier otro contrato federal con el mismo contratista principal, o cualquier otro contrato con asistencia federal sujeto a la Ley de Horas de Trabajo y Normas de Seguridad Ocupacional en Contratos, que tenga el mismo contratista principal (según lo definido en 29 CFR 5.2). Los fondos necesarios pueden ser retenidos al contratista en virtud de este contrato, de cualquier otro contrato federal con el mismo contratista principal, o de cualquier otro contrato federal con asistencia federal que esté sujeto a la ley de Ley de Horas de Trabajo y Normas de Seguridad Ocupacional en Contratos y que tenga el mismo contratista principal, independientemente de si el otro contrato se otorgó o tuvo asistencia de la misma agencia, y tales fondos podrán utilizarse para satisfacer la responsabilidad del contratista para la cual se retuvieron los fondos.

- ii **Prioridad sobre los fondos retenidos** El Departamento tiene prioridad sobre los fondos retenidos o a retener de conformidad con 29 CFR 5.5(a)(2)(i) o (b)(3)(i), o ambos, sobre las reclamaciones de aquellos fondos realizadas por:

- A. Las garantías de un contratista, incluyendo entre otros las garantías de cumplimiento de obligaciones contractuales y las garantías de pago;
- B. Una agencia contratante por sus costos de reaprovisionamiento;
- C. Uno o más síndicos (ya sea un síndico designado por el tribunal o un síndico designado por el Fiscal General de EE. UU., o ambos) en la quiebra de un contratista, o la masa de la quiebra de un contratista;
- D. El/los cesionario(s) de un contratista;
- E. El/los sucesor(es) de un contratista; o
- F. Una reclamación efectuada conforme a la Ley de Pronto Pago, 31 U.S.C. 3901-3907.

- 4. **Subcontratos.** El contratista o subcontratista debe incluir en cualquier subcontrato las cláusulas establecidas en 29 CFR 5.5(b)(1) a (5) y una cláusula que requiere que los subcontratistas incluyan estas cláusulas en cualquier subcontrato de nivel inferior. El contratista principal es responsable del cumplimiento de cualquier subcontratista o subcontratista de nivel inferior de las cláusulas establecidas en 29 CFR 5.5(b)(1) a (5). En caso de cualquier infracción de estas cláusulas, el contratista principal y cualquier subcontratista(s) responsable serán responsables de cualquier salario impago y reparación monetaria, incluyendo los intereses desde la fecha del pago incompleto o pérdida, que se deba a cualquier trabajador de los subcontratistas de nivel inferior, y los daños y perjuicios asociados y puede ser sujeto a exclusión, según corresponda.

- 5 **Contra las represalias** Es ilegal para cualquier persona despedir, bajar de categoría, intimidar, amenazar, limitar, coaccionar, incluir en una lista negra, acosar o de cualquier otra manera discriminar, o hacer que cualquier persona despidan, baje de categoría, intimide, amenace, limite, coaccione, incluya en una lista negra, acose o de cualquier otra manera discrimine, a cualquier trabajador o solicitante de empleo por:

- i. Notificar a cualquier contratista sobre cualquier conducta que el trabajador crea

- razonablemente constituye una violación de la Ley de Horas de Trabajo y Normas de Seguridad Ocupacional en Contratos (CWHSSA, por sus siglas en inglés) o las reglamentaciones que la implementan en 29 CFR parte 5;
- ii. Presentar cualquier queja, iniciar o hacer que se inicie cualquier procedimiento o de lo contrario hacer valer o procurar hacer valer en su nombre o en nombre de terceros cualquier derecho o protección en virtud de la ley CWHSSA o 29 CFR parte 5;
 - iii. Cooperar en cualquier investigación u otra acción de cumplimiento, o testificar en cualquier procedimiento en virtud de la ley CWHSSA o 29 CFR parte 5; o
 - iv. Informar a cualquier otra persona acerca de sus derechos en virtud de CWHSSA o 29 CFR parte 5.
- C. **Cláusula de registros requeridos por la ley CWHSSA** Además de las cláusulas contenidas en 29 CFR 5.5(b), en cualquier contrato sujeto solo a la Ley de Horas de Trabajo y Normas de Seguridad Ocupacional en Contratos y no a cualquiera de las otras leyes a la que se hace referencia en 29 CFR 5.1, el Responsable de la agencia debe hacer o exigir que el funcionario que contrata inserte una cláusula para exigir que el contratista o subcontratista deban mantener las nóminas regulares y otros registros básicos durante el transcurso del trabajo y deba conservarlos por un período de 3 años después de completado todo el trabajo del contrato principal para todos los trabajadores y mecánicos, incluyendo guardias de seguridad y serenos, que trabajen en el contrato. Tales registros deben contener el nombre, última dirección conocida, número de teléfono y dirección de correo electrónico; y el número de seguro social de cada trabajador; la(s) correcta(s) clasificación(es) del trabajo realmente realizado por cada trabajador; las tasas por hora de los salarios pagados; número de horas diarias y semanales realmente trabajadas; deducciones realizadas y salarios reales pagados. Además, el Responsable de la agencia debe hacer o exigir que el funcionario que contrata inserte una cláusula en cualquiera de tales contratos que contemple que los registros que se deben mantener de conformidad con este párrafo deben ser puestos a disposición por parte del contratista o subcontratista para inspección, copia o transcripción por parte de representantes autorizados de (escribir el nombre de la agencia) y el Departamento de Trabajo, y el contratista o subcontratista permitirán que tales representantes entrevisten a los trabajadores durante el horario laboral en el trabajo.
- D. **Incorporación de cláusulas contractuales y determinaciones salariales por referencia** Aunque las agencias están obligadas a insertar las cláusulas contractuales establecidas en esta sección, junto a las determinaciones salariales que correspondan, en su totalidad en los contratos cubiertos, y los contratistas y subcontratistas están obligados a insertarlas en cualquier subcontrato de nivel inferior, la incorporación por referencia de las cláusulas contractuales requeridas y determinaciones salariales que correspondan tendrán la misma fuerza y efecto como si estuvieran incorporadas en texto completo.
- E. **Incorporación por imperio de la ley** Las cláusulas contractuales establecidas en esta sección (o su equivalente según la Regulación Federal de Adquisiciones), junto con las correctas determinaciones salariales, se considerarán parte de cada contrato principal requeridas por las leyes aplicables a las que se hace referencia en 29 CFR 5.1 para incluir tales cláusulas, y serán efectivas por imperio de la ley, ya sea que estén o no incluidas o incorporadas por referencia en tal contrato, a menos que el Administrador otorgue una variación, tolerancia o exención de la aplicación de este párrafo. Cuando las cláusulas y las determinaciones de salarios aplicables sean efectivas por imperio de la ley de conformidad con este párrafo, el contratista principal debe ser compensado por cualquier aumento resultante de los salarios de acuerdo con la ley aplicable.

F. SALUD Y SEGURIDAD

Las disposiciones de este párrafo (F) son aplicables cuando el monto del contrato principal supere \$100,000.

1. A ningún trabajador o mecánico se le exigirá trabajar en los alrededores o en condiciones laborales que sean insalubres, riesgosas o peligrosas para su salud o seguridad, según lo establecido en las normas de salud y seguridad en la construcción promulgados por el Secretario de Trabajo mediante reglamentaciones.

2. El contratista cumplirá con todas las reglamentaciones emitidas por el Secretario de Trabajo conforme a 29 CFR Parte 1926 y el incumplimiento podrá resultar en imposición de sanciones de conformidad con la Ley de Horas de Trabajo y Normas de Seguridad Ocupacional en Contratos, (Ley Pública 91-54, 83 Stat 96), 40 U.S.C. § 3701 y siguientes.

3. El contratista incluirá las disposiciones de este párrafo en cada subcontrato, para que tales disposiciones sean vinculantes para cada subcontratista. El contratista tomará tales medidas respecto de cualquier subcontratista que el Secretario de Vivienda y Desarrollo Urbano o el Secretario de Trabajo imparta como medio para hacer cumplir tales disposiciones.

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

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

Project Number:

Awarding Agency:

Contractor Name: _____ Contract Award: \$ _____

Affiliate Company: _____ Total Number of Employees: _____

Date: _____

Authorized Representative (Print Name): _____

By (Signature): _____

Title: _____

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

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

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____ Address: _____

State: _____ Zip Code: _____ Telephone Number: _____

Acting on behalf of the above-named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress In connection with the awarding of any Federal contract, the making of and Federal grant¹ loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress In connection with this federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". in accordance with Its instructions, and;
3. The above name firm shall require that the language of this certification be Included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

(Print Name)

By: _____
(Signature)

(Date)

(Title)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Federally Assisted Projects

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 USC. 1001

COMPANY NAME: _____

COMPANY OFFICER NAME: _____

SIGNATURE: _____

DATE: _____

Non-Collusion Affidavit

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

To the CITY OF _____

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

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

The above Non-Collusion Affidavit must be signed by the Prime Contractor and all Subcontractors.

COMPANY NAME: _____

COMPANY OFFICER NAME: _____

SIGNATURE: _____

DATE: _____

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(APPLICABLE TO FEDERALLY ASSISTED CONTRACTS AND RELATED
SUBCONTRACTS AT OR EXCEEDING \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, Monitoring, entry reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

I have read this required information regarding the Clean Air and Water Acts which is evidenced by my signature.

COMPANY NAME: _____

COMPANY OFFICER NAME: _____

SIGNATURE: _____

Date: _____

WORKER'S COMPENSATION CERTIFICATION

I certify, by my signature below, that I am aware of the provisions of Section 3700 of the California Labor Code. §3700 requires every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code. I further certify that I will comply with such provisions before commencing the performance of the work of this contract.

PROJECT NAME: _____

COMPANY NAME: _____

COMPANY OFFICER NAME: _____

SIGNATURE: _____

Date: _____

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
 - o Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
 - o Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
 - o Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
 - o Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

CONTRACTOR FRINGE BENEFIT STATEMENT

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number / Name:		Contract Location:		Today's Date:	
Contractor / Subcontractor Name:				Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:		Effective Date:		Subsistence or Travel Pay: \$	
FRINGE BENEFITS	Health & Welfare	\$	PAID TO: Name:		
			Address:		
	Pension	\$	PAID TO: Name:		
			Address:		
	Vacation/ Holiday	\$	PAID TO: Name:		
			Address:		
	Training and/or Other	\$	PAID TO: Name:		
			Address:		

Classification:		Effective Date:		Subsistence or Travel Pay: \$	
FRINGE BENEFITS	Health & Welfare	\$	PAID TO: Name:		
			Address:		
	Pension	\$	PAID TO: Name:		
			Address:		
	Vacation/ Holiday	\$	PAID TO: Name:		
			Address:		
	Training And/or Other	\$	PAID TO: Name:		
			Address:		

Classification:		Effective Date:		Subsistence or Travel Pay: \$	
FRINGE BENEFITS	Health & Welfare	\$	PAID TO: Name:		
			Address:		
	Pension	\$	PAID TO: Name:		
			Address:		
	Vacation/ Holiday	\$	PAID TO: Name:		
			Address:		
	Training And/or Other	\$	PAID TO: Name:		
			Address:		

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor	By: Name / Title
---------------------------------------	------------------

Davis-Bacon and Related Acts Weekly Certified Payroll Form

U.S. Department of Labor
Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025

OMB No.: 1235-0008

Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)					
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
								HOURS WORKED EACH DAY													TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME			PROJECT NO. or CONTRACT NO.		PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																																																																																																																																																																									
PROJECT LOCATION					WEEK ENDING DATE		CERTIFYING OFFICIAL'S NAME AND TITLE																																																																																																																																																																									
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:																																																																																																																																																																																
<input type="checkbox"/>	The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.																																																																																																																																																																															
<input type="checkbox"/>	All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.																																																																																																																																																																															
<input type="checkbox"/>	The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.																																																																																																																																																																															
<input type="checkbox"/>	Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.																																																																																																																																																																															
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<input type="checkbox"/>	Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.																																																																																																																																																																															
<p align="center">HOURLY CREDIT FOR FRINGE BENEFITS</p> <p align="center"><i>If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.</i></p> <table border="1"> <thead> <tr> <th rowspan="3">NAME OF WORKER</th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th rowspan="3">TOTAL HOURLY CREDIT</th> </tr> <tr> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> </tr> <tr> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> </tr> <tr> <td></td> <td><input type="checkbox"/> Funded</td> <td><input type="checkbox"/> Unfunded</td> <td><input type="checkbox"/> Funded</td> <td><input type="checkbox"/> Unfunded</td> <td><input type="checkbox"/> Funded</td> <td><input type="checkbox"/> Unfunded</td> <td><input type="checkbox"/> Funded</td> <td><input type="checkbox"/> Unfunded</td> <td><input type="checkbox"/> Funded</td> <td><input type="checkbox"/> Unfunded</td> <td><input type="checkbox"/> Funded</td> <td><input type="checkbox"/> Unfunded</td> <td></td> </tr> </thead> <tbody> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>													NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.			<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded			Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
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<input type="checkbox"/>	All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.																																																																																																																																																																															
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.																																																																																																																																																																																

APPENDIX D

CONSTRUCTION PLANS

These can also be found in
PDF format on the City's PlanetBids
Portal for this bid under the
"Documents" tab

