

Bid No. 7434

All Prospective Vendors submitting a bid must be subscribed to the listing for the bid prior to the bid opening. If the Vendor is not listed on the Electronic Bidders List the bid package will not be considered or accepted. Only bids submitted to the Purchasing office located on the 6th floor of City Hall and time stamped before the deadline will be accepted.

Bids are to be submitted to the Purchasing office located on the 6th floor of City Hall, 3900 Main Street, Riverside, CA no later than September 27, 2016 before 3:00pm. The time and date are fixed and extensions will not be granted. Bids not received before the bid event time will not be accepted.

Reminder: Bid documents are to be submitted via hard copy ONLY. Line Items are to be submitted electronically via the bidding website. NO hard copy line items will be accepted.

The front of all submittals must be addressed and labeled as follows:

Bidder's Name & Address

City of Riverside; Purchasing Dept.
Attn: Art Torres (Bid No. 7434)
3900 Main Street
Riverside CA 92522

Bid No.: 7434
Due: 09/27/2016
Before: 2:00pm
Project: Arlington Pool Repairs



REQUEST FOR BIDS

BID NO. 7434

DUE: Before 2:00 P.M.

DATE September 27, 2016

Arlington Pool Repairs

The City of Riverside Parks, Recreation and Community Services Department has determined bidders shall hold a valid Class “C-53” State of California Contractor’s license in good standing.

**BID BOND OR CASHIERS CHECK
IS REQUIRED WITH THIS BID**

All Bid Line Items are to be submitted electronically via the City’s bidding website, all other information and documents are due via hard copy prior to the bid event time. Bidding will close exactly at the time set forth in the Notice Inviting Bid. All Prospective Vendors submitting a bid must submit a signed and notarized original bid bond before Bid Event time.

All applicable forms required to be completed per the bid documents, shall be submitted as part of the bid response prior to bid event date and time. **Additional documents to be submitted may include but are not limited to a Non-Collusion Declaration, a Standards Acknowledgment and Subcontractors List, including Subcontractor name, license, description, and dollar value of work to be performed, shall be submitted via the supplied forms. Pricing for individual line items may only be submitted electronically, hard copies will be ignored. Subcontractor information must be accepted as a viable bid.**

BID BOND NOT RECEIVED PRIOR TO THE HOUR INDICATED WILL BE REJECTED.

Proposal Bonds not received prior to the time and the date set forth in the Notice Inviting Bids, shall be declared late. The bidder shall have sole responsibility for its timely submittal.

Proposal Guaranty in the form of a Cashier’s check or Certified check must be submitted to the Purchasing Services Manager, at 3900 Main Street, Riverside, CA 92522, prior to the hour and the date stated above.

BID NO. 7434

CITY OF RIVERSIDE NOTICE INVITING BIDS

Arlington Pool Repairs

The City of Riverside Parks, Recreation and Community Services Department has determined bidders shall hold a valid Class "C-53" State of California Contractor's license in good standing.

Bid due date: September 27, 2016, Before 2:00 P.M.

Place: Submit Bid Bond along with all other required documents to the Purchasing Division at: 3900 Main Street, Riverside, CA 92522. Proposal Guaranty in the form of a Cashier's check or Certified check must be submitted to the Purchasing Services Manager, at 3900 Main Street, Riverside, CA 92522, prior to the hour and the date stated above.

Vendors must subscribe at the following website in order to download plans, specifications, and be placed on the electronic bidders' list as well as to receive addendums and notifications when issued.

<http://www.riversideca.gov/bids>

All bidders and sub-bidders will be required to comply fully with the following: 1) City of Riverside Resolution No. 13346, and subsequent amendments thereto specifying the current prevailing rate of per diem wages for each craft, classification or type of workman, which schedules are on file in the State of California web site address www.dir.ca.gov/DLSR/PWD 2) Successful bidder will obtain City of Riverside Business Tax Certificate, if they do not already hold one.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the contractor will be permitted to substitute those securities set forth in said sections for any monies withheld to ensure performance of the contract.

A proposal guarantee in the form of a Bid Bond in the amount of 10% of the total bid must be submitted prior to the hour and the date stated above. Proposal Guarantee in the form of a Cashier's check or Certified check must be submitted to the Purchasing Services Manager, at 3900 Main Street, Riverside, CA 92522, prior to the hour and the date stated above.

Bid prices shall be firm for 90 days from date of proposal opening to permit staff evaluation and City Council award. Upon award, prices quoted will be in effect for the term of the contract.

The City Council reserves the right to waive any irregularities or informalities and further reserves the right to reject any or all bids.

ART TORRES, C.P.M.
Purchasing Services Manager

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INSTRUCTIONS AND CONDITIONS

IMPORTANT

ALL BID ITEMS MUST BE SUBMITTED ELECTRONICALLY. BID PROPOSAL GUARANTY AND SUPPORTING DOCUMENTS MUST BE SUBMITTED IN HARD COPY TO THE PURCHASING DIVISION. BID PROPOSAL GUARANTY AND SUPPORTING DOCUMENTS NOT SUBMITTED AND TIME STAMPED BEFORE THE HOUR INDICATED WILL BE REJECTED. IN THE EVENT THE BID SECURITY IS IN THE FORM OF A CASHIER'S CHECK, SAID CHECK MUST BE DELIVERED TO PURCHASING SERVICES MANAGER AT 3900 MAIN STREET, RIVERSIDE, CA 92522 BEFORE THE DEADLINE TO SUBMIT THE BID.

WE ARE PLEASED TO ISSUE THE ENCLOSED BID SPECIFICATIONS FOR YOUR CONSIDERATION

1. Bids will be rejected unless prices are submitted via the bidding website and all items are accounted for.
2. The City of Riverside, Purchasing Division, will not honor any explanation or change in the bid documents unless a written addendum has been issued.
3. All bids must identify bidder's firm name and be submitted by a responsible officer or employee.
4. The City Council reserves the right to reject any and all proposals and to waive any informalities related thereto.
5. It is the intention of the City of Riverside to evaluate and make recommendation for award as indicated; however, the City does reserve the right to increase or decrease quantities or to remove items before award to remain within the limitations of the availability of approved funds. The apparent low Bidder will be notified prior to recommendation for award if such adjustments are deemed necessary.
6. Our public bid openings occur online at www.rivesideca.gov/bids and results are available instantly.
7. Prices quoted by the Bidder shall be exclusive of Federal Excise taxes pursuant to exemption of political subdivisions of a State by Federal Law.
8. Prices quoted by the Bidder shall mean total cost to the City, F.O.B. delivered to Riverside.

ART TORRES, C.P.M.
Purchasing Services Manager

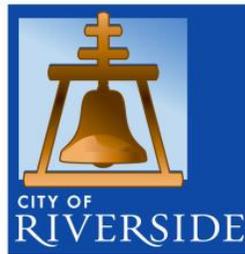
Bid No. 7434

PROJECT SPECIFICATIONS

for

Arlington Pool Repair

A HUD (CDBG) Funded Project



City of Arts & Innovation

A non-mandatory pre-bid meeting and job-walk will occur on Thursday, September 1, 2016, at 10:00 a.m., at Arlington Park, located at 3860 Van Buren Boulevard, Riverside, CA 92503.

Prepared by

PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT
PARKS DIVISION

Issued By

Purchasing Services Manager
3900 Main Street
Riverside, California 92522

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SPECIAL PROVISIONS

INTRODUCTION: The format of these Special Provisions follows that of the 2015 Edition of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" which is, by reference, included within the Contract Documents of this project. (See Section 2-5.1.1 herein.) These Special Provisions supplement, modify and take precedence over the Standard Specifications. The Standard Specifications are hereby amended and supplemented as follows:

PART 1 GENERAL PROVISIONS

SECTION 1 --- TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 DEFINITIONS

Agency/City or State	The City of Riverside.
Board	The City Council of the City of Riverside.
City	The City of Riverside, California, and includes any official of City authorized to act for City. Sometimes referred to as Agency or Owner.
City Approved Equal	Shall mean products and/or materials that have been submitted to the Parks Division Representative for review and approval, and have been determined to be equal to such products or materials as specified, as verified in writing to Contractor, contingent upon the installed performance meeting or exceeding that of the specified product and/or material.
City's Official Address	Parks, Recreation & Community Services Department, 3900 Main Street, Riverside, California 92522.
Contract Documents	The Accepted Bid, the Agreement, Proposal, the Performance and Payment Bonds, the Non-Collusion Affidavit, the Project Specifications, the Appendices to the Project Specifications, and all Field and Change Orders issued during construction.
Director	Director of Parks, Recreation and Community Services for the City of Riverside.
Final Acceptance	That stage of construction which allows the City to accept the Project as completed in accordance with the Plans and Specifications (No construction work or Punch List items remaining uncompleted or unresolved).
Parks Department Representative	An authorized representative of City assigned by the Parks, Recreation and Community Services Director to make inspection of the Work performed by and materials supplied and/or installed by Contractor.
Parks Superintendent	The Parks Superintendent for the City of Riverside.
Project	The Work contemplated by the Contract Documents as well as

other collateral work as needed to complete the Work.

Punch List

A list compiled during an Acceptance, or Final Acceptance inspection by the Parks Division Representative, that clearly describes specific areas of work or specific items of work that have not been completed to the satisfaction of the Parks Division Representative.

Work

That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, Record Drawings, guarantees and payroll records.

SECTION 2 --- SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

2-1.1 Scope of Project. The Work to be done, in general, consists of furnishing all labor, materials, equipment, and incidentals, unless otherwise specified, to construct the Work and complete the Contract in compliance with the Plans and Specifications and to the satisfaction of the Director.

The Work shall include but is not necessarily limited to, the stated contents of any given section, and is subject to all the provisions of the General Conditions, the Special Provisions, and the Project Specifications.

2-1.1a Arlington Pool Repairs (Base Bid Item I-A). The scope of work for this bid item shall include all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Prepare plans, submit and secure Riverside County Health Department Pool Remodel Permit;
- Upon Riverside County Health Department approval, strip pool plaster finish coat to gunite, haul away and dispose of in accordance with Riverside Municipal Code;
- Protect in place all existing non-skid pool tiles at steps, pool break, and pool gutter. Remove and replace broken tiles only on the steps, pool break, and pool gutter;
- Tile seventeen (17) pool floor returns with 1"x1" non-skid white tile to a completed dimension of 18"x18";
- Install four (4) sets of plastic pool walls steps;
- Re-plaster pool with white pool plaster along with T/Quartz additive;
- Perform new plaster startup, maintain/brush pool daily for 14 consecutive days;
- Install non-skid depth marker tiles on pool deck, numbers in white and black with shallow warning & no diving tile; obtain Riverside County Health Department sign-off on permit;
- Clean-up; and
- Replacements, repairs, guarantees, and warranty work.

2-1.2 Examination of Site of Work, Proposal Forms, Plans and Specifications. The bidder is required to carefully examine the site of work, Proposal Forms, Plans and Specifications for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the Contract Documents.

2-1.2.1 Contractor Customer Service Standards. The Contractor shall at all times represent the City in a professional, friendly, efficient and cost-effective manner, and will be required to comply with the requirements of the enclosed City of Riverside Contractor Service Standards Acknowledgment, which is hereby made a part of these Special Provisions.

2-1.3 Addenda. Any addenda issued during the time of bidding shall be acknowledged by signing each addendum, which will be made part of the contract. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

2-1.3.1 Interpretations. No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. This shall include any verbal request made during the job-walk. **All formal/official requests for information or for Contract Document interpretation shall be made in writing via electronic mail (addressed to Andrew Emery, Park Superintendent, at aemery@riversideca.gov) and to be given consideration must be received at least seven (7) calendar days prior to the date fixed for the bid event.** Written communications should be submitted via mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the Bid that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

In lieu of mailing, the Parks Division will accept a fax or e-mail request for interpretation (Fax Number (951) 351-6069 Attn: Andrew Emery, e-mail aemery@riversideca.gov). Any and all such interpretations and any supplemental instructions will be in the form of electronic addenda e-mailed to prospective Bidders appearing on the Bidder's List not later than three days prior to the date fixed for the opening of bids. **Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his or her bid as submitted. All addenda so issued shall become part of the Contract Documents.**

2-1.4 Proposal Form and Submittal. All prospective bidders submitting a bid package must be subscribed to the Electronic Bidder's List for that bid. If the bidder is not listed on the Electronic Bidder's List by subscribing at www.riversideca.gov/bids then the bid package will be declared non-responsive and given no further consideration. Additionally, the bid package must be submitted using the same company name as used to subscribe to the Bid on the Electronic Bidder's List.

All line items must be submitted electronically through the bidding website, no hard copy line items will be accepted. Failure to submit line items electronically will immediately cause a bid to be deemed non-responsive.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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 public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

2-1.4.1 Bid Submittal. Subcontractor information and any necessary additional information must be submitted on the forms provided. All required documents such as the Non-Collusion Declaration and the Standards Acknowledgment and any bid security must be supplied as signed originals.

Please note that WITH THE EXCEPTION OF LINE ITEMS bid documents are accepted in hard copy only. Line items must be submitted electronically through the bidding website prior to the bid due day/time. Additional bid documents may be submitted by mail or in person but must be time stamped by the Purchasing office before the due day/time. NO HARD COPY LINE ITEMS WILL BE ACCEPTED. All packages must be addressed as follows:

Bidder's Name & Address

City of Riverside; Purchasing Dept.
Attn: Art Torres (Bid No. 7434)
3900 Main Street
Riverside CA 92522

Bid No.: 7434
Due: September 27, 2016
Before: 2:00pm
Project: Arlington Pool Repairs

2-1.5 Proposal Guaranty. Prior to the proposal submission deadline, bidders must submit an original bid bond executed by a corporate surety admitted to engage in such business in the State of California, with an A:7 rating, for an amount equal to at least ten percent of the amount of its proposal. No proposal shall be considered unless such proposal guaranty is received by the proposal submission deadline. Proposals submitted without a proposal guarantee shall be declared non-responsive and will not be further considered. The bidder shall have sole responsibility for the timely delivery of its proposal guarantee. If a bid bond will not be submitted, the City will accept a cashier's or certified check made payable to the City of Riverside—said check must be delivered to the Purchasing Services Manager (6th floor) at 3900 Main Street, Riverside CA 92522 prior to the submission deadline. Late checks will not be accepted.

2-1.6 Withdrawal of Proposals. Any proposal may be withdrawn prior to the hour and date set forth in the Notice Inviting Bids. The timely withdrawal of a proposal shall not prejudice the right of a bidder to file a revised proposal.

2-1.7 Disqualification of Bidders. More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered.

If there is a reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the Contract. In order to comply with Public Contract Code Section 7106, a bidder shall certify to non-collusion when submitting the bid. The proposal provides this affidavit. Bidders acceptance of the "Terms and Conditions for Electronic Bidding" shall constitute bidders affirmation of non-collusion.

Proposals in which the prices are obviously unbalanced may be rejected. If the experience or financial background of the Contractor is inadequate or past performance has been unsatisfactory the proposal may be rejected.

2-1.7.1 Contractor's License. The work requires a Class "C-53" (Swimming Pool Contractor) State of California Contractor's License. Contractor must have three years of experience under their current C-53 license and business name within the past three years.

All subcontractors must possess the appropriate State of California Contractor's License for their trade.

At the time Bidders submit proposal, or if a Federally-funded project, unless the provisions of Subsection 2-1.7.2 following are met, bidders must be properly licensed to perform the work of the project at the time they submit bid proposals in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Procedures of the California State Contractor's License Board and in good standing with the Board. Proof of such license shall be provided as required by Business and Professions Code Section 7031.5. Failure to be so licensed shall result in rejection of the proposal as non-responsive.

2-1.7.2 Contractor License For Federally Funded Projects. City's standard requirement that Bidders must be properly licensed to perform the Work of the Project at the time bid proposals are submitted is suspended for this federally-funded project by the provisions of Section 20103.5 of the California Public Contract Code, which states:

In all Contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the

Contract is awarded, Contractor shall be properly licensed in accordance with the laws of this state. The first payment for Work or material under any Contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of Contractors' State License Board indicate that Contractor was properly licensed at the time the Contract was awarded. Any Bidder or Contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the security of the bidder.

2-1.8 Rejection of Proposals. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids uncalled for, incomplete proposals, erasures, or irregularities of any kind; however, the City reserves the right to waive irregularities. The City also reserves the right to reject all proposals and shall not be liable for any expenses or costs incurred by bidders in preparing their proposals.

2-1.9 Award of Contract. The Contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be within **ninety (90)** days after the opening of the proposals. The low bidder will be determined based on the total amount bid for the base bid item (Item I-A). Once the low bidder is determined, the City will award a contract on the basis of the various Bid Items, alone or in any combination with Additive/Alternate Bid Items. In order to be considered responsive, Bidder must submit a bid for all items.

The City reserves the right to: (1) select additives, if applicable; (2) increase or decrease scope of the Project; and (3) award or not award the contract as is in the best interest of the City and as necessary to stay within the limitations of available and approved funding.

Prior to the award of the Contract, if requested, the Contractor shall submit to the City a financial statement and resume of previous work of a similar nature.

For contracts under \$50,000, bids will not be submitted to the City Council and the award will be made informally by the Purchasing Services Manager.

2-1.10 Execution of Contract Agreement. The Agreement (a sample of which is attached to these Special Provisions) shall be signed by the successful Bidder in duplicate counterpart and returned, together with the performance and payment bonds and insurance documents, within ten (10) calendar days from the date City mails, or by other means delivers, the Contract Documents to Contractor. The signed agreement and all other required documentation shall be mailed to the City of Riverside, Parks Division at 3900 Main Street, Riverside, California 92522. No Contract shall be binding upon City until the documents have been completely executed by the Contractor and the City and approved by the City Attorney.

Failure to execute and return the Contract Agreement and acceptable bonds and insurance as provided herein within the above-specified time limit may be just cause for the City to rescind the award and forfeit the proposal guaranty.

2-1.11 Return of Proposal Guaranties. Within ten (10) days after the award of the Contract, the City Clerk will return all the original proposal guaranties which are not to be further considered in making the award. All other proposal guaranties will be held until the Contract Documents have been fully executed, after which all proposal guaranties, except those forfeited, will be returned to the respective bidders.

2-1.12 Bid Protest Procedures. Protestant may file a written protest with the City's Purchasing Services Manager no more than five calendar days following the posting of bid results on the City's website. The written protest must set forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the protest. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to this procedure shall be rejected as invalid.

The Purchasing Services Manager shall review the merits and timeliness of the protest and issue a written decision to the Protestor within 7 calendar days of receipt of the protest. The decision of the Purchasing Services Manager may be appealed to the Assistant City Manager/CFO.

The Protestor may appeal the decision of the Purchasing Services Manager to the Assistant City Manager/CFO by filing a letter of appeal within 10 calendar days of the date of the Purchasing Services Manager's decision. The letter of appeal should be addressed to the Assistant City Manager/CFO and shall set forth, in detail, all grounds for the appeal, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the appeal. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the letter of appeal shall be deemed waived. Any letter of appeal not conforming to this procedure shall be rejected as invalid.

The Assistant City Manager/CFO shall review the merits and timeliness of the letter of appeal and issue a written decision to the Protestor within 7 calendar days of receipt of the letter of appeal. The decision of the Assistant City Manager/CFO is final. However, this decision is reviewable under California Code of Civil Procedure Section 1094.5 et seq. The time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094.6 or as such section may be amended from time to time.

The Protestor may appeal the decision of the Assistant City Manager/CFO to the appropriate federal agency in accordance with its established appeal procedures when the subject project is federally funded.

2-2 ASSIGNMENT

2-2.1 Contractor Indebtedness. Indebtedness incurred for any cause in connection with this work must be paid by the Contractor and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract. The Contractor will indemnify and hold harmless the City and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

2-3 SUBCONTRACTS

2-3.2 Additional Responsibility. There are no items designated as "Specialty Items" in this project.

Add new subsection 2-3.3 to read:

2-3.3 HUD Requirements. The Bidder is specifically advised that any person, firm, or other party to whom Bidder proposes to award a subcontract under this contract:

- 1) Must be acceptable to City and the Department of Housing and Urban Development; and
- 2) Must submit Form HUD-4238-CD-2, "Certification by Proposed Subcontractor Regarding Equal Employment Opportunity." Approval of the proposed subcontract award cannot be given by City unless and until the proposed subcontractor has submitted the certification and/or other evidence showing that the subcontractor has fully complied with any reporting requirements to which the subcontractor is or was subject.

Although attachment to the bid of such certifications by proposed subcontractors is not required for a responsive bid, the Bidder is hereby advised of the above requirements for such certifications so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

2-3.4 Prompt Payment to Contractors. The prime Contractor shall pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

2-4 CONTRACT BONDS

Performance and Payment Bonds are required for contracts \$25,000 and over. The amount of each Bond shall be 100% of the Contract Price. See Section 2-4 of the Standard Specifications for other details.

Listing of bonding companies in U.S. Department of Treasury Circular 570 is not required, but the corporate surety must be authorized to issue the bonds in the State of California with a policy holder's rating of A+ or higher and a Financial Class VII or larger. For information to bidders, attached to these Special Provisions are forms for Performance Bond and Payment Bond. These forms, in lieu of bonding company forms, must be used. The forms will be delivered to the Contractor with the Contract Agreement.

Each bond which is subscribed by an out-of-state bonding company shall contain the name, address and telephone number of an agent located in the State of California who is authorized to act for the bonding company.

2-5 PLANS AND SPECIFICATIONS

2-5.1.1 Standard Specifications. The work embraced herein shall be done in accordance with the provisions of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2015 Edition, written by Public Works Standards, Inc., insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications, and as modified herein. Said Standard Specifications shall not apply to Part 7 of these Special Provisions. The work performed under Part 7 of these Special Provisions shall be done in accordance with the State Standard Specifications and the State Standard Plans.

Where reference is made to the "Standard Plans", the City of Riverside "Standard Drawings for Construction" shall apply.

2-5.3.2 Working Drawings. Working drawings, when required, need not be reproducible unless specified herein. A minimum of four copies shall be submitted for approval by the Parks Department Representative.

2-5.3.3 Shop Drawings. Shop drawings, when required, need not be reproducible unless specified herein. A minimum of four copies shall be submitted for approval by the Parks Department Representative.

2-10 AUTHORITY OF BOARD AND PARKS DEPARTMENT REPRESENTATIVE.

The Board has the final authority in all matters affecting the Work. Within the scope of the Contract, the Parks Department Representative has the authority to enforce compliance with the Specifications. The Contractor shall promptly comply with instructions from the Parks Department Representative.

2-11 INSPECTION

2-11.1 Inspection Scheduling. Inspection will be provided based on regular eight-hour working days, Monday through Friday, excluding City holidays, generally from 7:00 AM to 3:30 PM (including 30 minutes for lunch). When the Contractor's operations or public safety requires inspection beyond the regular eight-hour working days, the cost of the additional inspection shall be borne by the Contractor and shall be deducted from any payments due the Contractor.

If and when the Contractor wishes to perform any work which would require inspection beyond the regular eight-hour working days, the Contractor shall submit a written request to the Parks Department Representative no less than two working days before the planned start of such work.

2-11.2 City Holidays. City holidays will be observed on the following days:

January 1st	New Year's Day
Third Monday in January	Martin Luther King Jr.'s Birthday
Third Monday in February	President's Day
Last Monday In May	Memorial Day

July 4th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
The day following Thanksgiving Day	
December 25	Christmas Day

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

2-11.3 Inspection by Parks Department Representative. The Contractor shall notify the Parks Department Representative at least 24 hours in advance for any permanent concealment of any materials or work. If any work is concealed or performed without the prior notice specified above, then the Work shall be subject to such tests or exposure as may be necessary to prove to the Parks Department Representative that the materials used and the Work done are in conformance with the Plans and Specifications. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor, at Contractor's expense. The Contractor shall replace at Contractor's own expense any Work damaged by exposure or testing. Time delays as a result of such exposing and testing shall not constitute justification for a time extension.

SECTION 3 --- CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. Changes in specific methods of construction may be made at the Contractor's request when approved in writing by the Parks Department Representative.

Changes in the Project Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the City, may be granted by the City to facilitate the Work, when approved in writing by the Parks Department Representative. (Note: Any changes made to the Project Plans and/or Specifications shall be made in accordance with the rules and regulations set forth in The California Code of Regulations Title 24, 2001 Edition, Part 1 Building Standards Administrative Code).

3-1.2 Payment for Changes Requested by the Contractor. If such changes are granted, they shall be made at a reduction in cost or at no additional cost to the City. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

3-2 CHANGES INITIATED BY THE CITY.

3-2.1 General. The City may change the Project Plans, Specifications, character of the Work, or quantity of the Work provided that the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed those amounts authorized by City of Riverside Resolution No. 21182. Should it become necessary to exceed these limitations, the change shall be by written Supplemental Agreement between the Contractor and City, and approved by the City Council.

Change Orders shall be in writing and state the dollar value of the change or established method of payment, any adjustment in contract time, and when negotiated prices are involved, shall provide for the Contractor's signature indicating acceptance.

3-3 EXTRA WORK

3-3.2 Payment.

3-3.2.1 General. When the price for the extra work cannot be agreed upon, the City will pay for the extra work as provided in Subsections 3-3.2.2 and 3-3.2.3 as amended herein. The labor, materials and equipment used in the performance of such work shall be subject to the approval of the Parks Department Representative.

3-3.2.2 Basis for Establishing Costs.

- (a) Labor. The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Parks Department Representative) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be based upon the actual paid wages plus a labor surcharge as specified herein.

Labor Surcharge - To the actual wages, as defined above, will be added a labor surcharge set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date the work is performed. Copies of the "Labor Surcharge and Equipment Rental Rates" publication are available from:

Caltrans Publications
1900 Royal Oaks Drive
Sacramento, CA 95815

- (b) Materials. Not amended.
- (c) Tool and Equipment Rental. The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. These rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Move in and out or minimum charges, other than the hourly rate, shall not apply to equipment available from the work force already on the job site.

When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made at the rental rates listed for such equipment in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed.

Payment for the cost of labor will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreements for the type of workers and location of the work, whether or not the owner-operator is actually covered by such an agreement.

Copies of the "Labor Surcharge and Equipment Rental Rates" publication are available online at: <http://www.dot.ca.gov/hq/construc/equipmnt.html>.

3-3.2.3 Markup.

- (a) **Work by Contractor.** A markup of 10 percent shall be added to the Contractor's costs for labor, materials, and equipment rentals and shall constitute the markup for all overhead and

profits. In addition to this markup, 1 percent shall be added to the Contractor's costs as compensation for bonding.

- (b) **Work by Subcontractor.** When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) of these Special Provisions shall be applied to the Subcontractor's costs as determined under 3-3.2.2. An additional 3 percent markup shall be added to the final Subcontractor's cost, which constitutes reimbursement for all the Contractor's administrative costs, including overhead.

3-3.3.1 Daily Reports for Extra Work. The daily report specified in Section 3-3.3 of the Standard Specifications shall include only that work which is included in the Contractor's claim for extra work.

3-4 CHANGED CONDITIONS

Section 7104 of the Public Contract Code requires the following provisions for any project, which involves digging trenches or other excavations that extend deeper than four feet below the surface. These following provisions are hereby extended to apply to all public works projects:

- a) The Contractor shall promptly, and before the following conditions are disturbed, notify the Parks Department Representative, in writing, of any:
 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law;
 2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- b) In response to the Contractor's written notice, the Parks Department Representative shall promptly investigate the conditions, and if the Parks Department Representative finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.
- c) In the event that a dispute arises between the Parks Department Representative and the Contractor, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

3-5 DISPUTED WORK

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the Director as "extra work", the Contractor shall notify the Director in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the Director is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the Director has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the Director. If the Director determines that the claim is well

founded, it shall be allowed and paid for as "extra work"; if the Director determines that the claim is not well founded, it shall be disallowed and not paid.

3-6 UNAUTHORIZED WORK

Work done beyond the lines and grades shown on the Plans, work done in the absence or without the knowledge of the Director or any alleged extra work done without the City's written authorization, will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for by the City. The Contractor may be required to remove such unauthorized work at no expense to the City, as determined by the Director.

3-7 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation or extension of time unless the Contractor has given the Parks Department Representative a written Notice of Potential Claim as required herein. Compliance with this Section 3-7 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 6-7, "Time of Completion," or the notice provisions in Section 3-4, "Changed Conditions," nor to any claim which is based on differences in measurements or errors of computation as to Contract quantities.

Contractor shall submit the written Notice of Potential Claim to the Parks Department Representative prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation and/or time.

Contractor's written Notice of Potential Claim shall be submitted on the appropriate form furnished by the City, and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the justification for the additional compensation, as well as a breakdown of the estimated costs. Within 15 calendar days of completing the affected work, the Contractor shall submit substantiation of the Contractor's actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of the Notice of Potential Claim.

The intention of this section is to bring differences between the parties to the attention of the Parks Department Representative as early as possible, in order to expedite resolution. Contractor waives its right to any additional compensation and/or extension of time for any claim not submitted in accordance with this section.

Upon request by City, Contractor shall make available for inspection and copying, any and all documents or records in Contractor's possession which pertain to the potential claim.

SECTION 4 --- CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. Any inspection or verbal approval by any representative or agent of City will not relieve Contractor of the responsibility to incorporate in the Work only the materials and quality of workmanship which conform to the Specifications, as modified by change orders, supplemental agreements, approved revisions to the Project Plans and/or Specifications, all as issued in writing, and which conform to all applicable codes.

4-1.1.1 Suppliers Sources. The Contractor shall notify the Parks Department Representative in writing within 5 days after City approval of the Contract of the proposed suppliers and sources for material to be incorporated into the project.

4-1.4.1 Materials and Conditions to be Tested. The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor. The results of the testing shall be made available to the Parks Department Representative upon request.

These tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

Full compensation for performing quality control tests and making the results available to the Parks Department Representative shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

The City may perform quality assurance testing at the discretion of the Parks Department Representative. The Contractor shall provide reasonable access and time to the Parks Department Representative to perform quality assurance testing. The cost of retesting any portion of the work or materials, which have failed the initial quality assurance test taken by the City, shall be borne by the Contractor.

4-1.6.1 Add new subsection 4-1.6.1 to read:

4-1.6.1 Proposed Substitutions. Products and equipment proposed for substitution as "equals" to the products and equipment specified are subject to the written approval of the Parks Department Representative. Substitution proposals must be submitted prior to contract award.

After bid opening, Bidders being further considered shall submit all substitution proposals fully documented for consideration within five (5) working days after the bid opening. Submittal of substitution proposals more than five (5) working days after bid opening may be grounds for rejection of the proposal on the basis of late submission, at the discretion of the Parks Department Representative. Bidders being further considered shall also submit catalog cuts and specification information on the materials and/or equipment as specified for the Contract. Documentation shall be sufficient to allow for a thorough comparative check of the proposed substitution vs. the specified item.

It shall be Bidder's responsibility to show that all products proposed for substitution are equal to the item specified.

Bidders being further considered shall submit four (4) copies of materials documentation, including equipment brochures, parts lists and material specifications, for all proposed substitutions and the respective specified item; the documentation shall be indexed with job title.

Proposed substitutions will not be evaluated until after award of the Contract. Award of the Contract and Bidders' bids are to be based on items as specified. Within ten (10) calendar days following contract award, City will evaluate the proposed substitutions and shall advise Contractor whether such substitution is approved or not. Reference in the Project Specification to specific manufacturers and model numbers is intended to establish the standards required for the various materials and equipment. Substitutions may be approved if it is determined by the Director that the materials and/or equipment proposed are at a minimum equal to the specified material and/or equipment in all terms including quality, performance, appearance, durability, method of operation, etc. Should equipment of other manufacturers be approved and used, Contractor shall make all changes in the Work, all at no additional cost to City and no change in contract time.

In making requests for substitution, Contractor represents:

- 1) Contractor has personally investigated the proposed product or method, and has determined that it is equal or superior in all respects to that specified.
- 2) Contractor will provide the same guarantee for the substitution as for the product or method specified.
- 3) Contractor will coordinate the installation of the approved substitution into the Work, making such changes as may be required for the Work to be completed in all respects.
- 4) Contractor waives all claims for additional costs related to the substitutions which become apparent.

At the time items proposed as "equal" to items specified are first inspected on site by the Parks Department Representative, if such items are determined by the Parks Department Representative to NOT be equal to the items specified, such unacceptable items shall be removed, whether already incorporated into the Work or not, and items

as specified shall be provided and installed by Contractor all at no additional cost to City.

4-1.6.2 Add new subsection 4-1.6.2 to read:

4-1.6.2 Approved Equal. The term "equal" shall mean the product or material used shall have equivalent or more value to City based on the value of the item set forth in the Specifications or Plans, and then only after a written submittal to the Parks Department Representative has been reviewed and approved by the Parks Department Representative. If, after installation substituted equipment is found not to be equal to material specified, it shall be removed and replaced with the material originally specified or some other substitution as approved by the Parks Department Representative, all at no additional cost to City, and with no change in contract time.

SECTION 5 --- UTILITIES

5-1 LOCATION

5.1.1 Utilities. Refer to the approved set of Plans and/or Specifications for specific locations and sizes of utilities which will be required for this project.

5-2 PROTECTION.

All known utilities located as defined in Subsection 5-1 of the Standard Specifications which are broken due to the Contractor's operations shall be repaired immediately and at the Contractor's expense. Construction to be in accordance with governing agency's standards. Determination of who will make repairs will be made by utility's owner and shall be accomplished in a manner which insures the safety of the public, City personnel and all adjacent structures.

SECTION 6 --- PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Modify section in its entirety to read:

6-1 Construction Schedule and Commencement of Work. A construction schedule is required. Contractor shall prepare a preliminary schedule in a manner to reflect Contractor's equipment and planned operations. Contractor shall then submit this written work schedule to the Parks, Recreation and Community Services Department at the preconstruction conference. The Parks Department Representative will review and, if acceptable, approve Contractor's proposed schedule. This approved schedule shall be used to track the Project's progress during construction. Failure to submit a schedule, and obtain approval of same, may delay issuance of the Notice to Proceed. Variation from the approved schedule shall only be as authorized by City in writing.

Within the written schedule various tracking dates for completion of various items are to be identified. If as the Work progresses any of these tracking dates are missed, Contractor agrees to accelerate the Work as necessary to bring the Project back within schedule upon being requested by the Parks Department Representative to do so. Contractor shall not shorten or delete specified cure times, or omit portions of the Work, such as weed control measures or other such items, in order to bring the Project back within schedule unless such measures are mutually agreed to by the Parks Department Representative and Contractor and the Parks Department Representative's written authorization is obtained prior to deletion of any of the Work.

The contract time shall commence on the date specified in the Notice to Proceed. If the total contract time as provided in Special Provisions Section **6-7 TIME OF COMPLETION**, subsection **6-7.1.1 Specified Contract Time**, is 30 calendar days or less, then Contractor shall commence the Work within 5 calendar days after the commencement date specified in the Notice to Proceed; if greater than 30 calendar days, then the Work shall commence within 15 calendar days after the commencement date specified in the Notice to Proceed.

Failure to submit a schedule as specified shall be considered as noncompliance with the terms of the Contract and is subject to the provisions of Section **6-4 DEFAULT BY CONTRACTOR**, of the Standard Specifications.

6-3 SUSPENSION OF WORK

6-3.3 Stage III Smog Episode. No work shall be done on a day for which a Stage III smog episode is forecast as defined by the Air Quality Management District (AQMD). The Contractor will not be entitled to any delay damages for such a suspension, but an automatic time extension will be granted. When AQMD predicts that a Stage III episode level will be reached the following day, an announcement containing the specifics will generally be provided by 2 p.m. on the day the prediction is made.

6-7 TIME OF COMPLETION

6-7.1.1 Specified Contract Time. The Contractor shall complete the work within ninety (90) calendar days after the commencement date specified in the Notice to Proceed, and includes Pool System Start-Up.

6-7.2 Working Day. *Replace Section 6-7.2 with the following:*

6-7.2 Calendar Day. A calendar day is any day within the period between the start of the Contract Time and completion of all the Work provided for in the Contract. The Contractor is expected to take into account in the Construction Schedule all weekends and holidays when preparing the bid. Extensions of time will only be considered for those causes as defined in subsection 6-3.3 above, and Section 6-6, Delays and Extension of Time.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY

When, in the judgment of the Parks Department Representative or Parks Superintendent, the work has been completed in accordance with the Plans and Specifications and is ready for final acceptance, the Parks Department Representative or Parks Superintendent may accept the work as complete. Upon acceptance of the work, the Parks Department Representative or Parks Superintendent will notify the City Clerk and the City Attorney of the completion thereof, and the City Clerk will file a Notice of Completion with the County Recorder. The date of the Parks Department Representative or Parks Superintendent acceptance of the work will be the date when the Contractor is relieved from responsibility to protect and maintain the work. The warranty period of the Work shall commence on the date the Notice of Completion is filed with the County Recorder.

6-9 LIQUIDATED DAMAGES

Liquidated damages shall be assessed in the amount of **\$100 per calendar day** that exceeds the number of calendar days designated for this Contract under Section 6-7, Time of Completion.

SECTION 7 -- RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

7-2.2 Laws. *Supplement Section 7-2.2 with the following:*

7-2.2 Laws. A schedule of prevailing wage rates as published by the California Department of Industrial Relations for the types of work to be done under these Special Provisions is on file in the office of the City Clerk, City Hall, 3900 Main Street, Riverside, which schedule is available online at www.dir.ca.gov. The Contractor and all subcontractors shall pay not less than these rates.

The possibility of wage increases is one of the elements to be considered by the Contractor in determining Contractor's bid. No additional compensations will be made for any increases in prevailing wage rates in excess of those set forth in the Contract. However, if the job is prolonged as a result of change order(s) or delayed by the

City beyond the specified days in the time of completion, reimbursements may be made for increases in prevailing wage rates, but only for the calendar days beyond that stipulated in Section 6-7.

Contractor and all subcontractors shall comply with all applicable Federal and State labor provisions, including but not limited to the payment of California minimum wage.

If applicable, Contractor shall comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, applicable to the payment of prevailing wages for those classifications designated by the Department of Industrial Relations.

7-2.3 Certified Payrolls. *Add a new Section 7-2.3 as follows:*

7-2.3 Certified Payrolls. In accordance with Section 1776 of the Labor Code, Contractor shall produce, display, and submit certified payroll records upon demand to the City of Riverside. Such records shall include the Federal Tax Identification Numbers for both the Contractor, and Subcontractors, as applicable. The City is empowered to withhold penalties for violations of the Labor Code. Failure to keep payroll record submittals current may result in delays in processing of progress payments.

The Contractor shall submit weekly certified payrolls of all workers employed on this project.

If the Contractor has not submitted satisfactory payrolls for the period during which the work included in the Contractor's payment request was performed, the City will retain an amount equal to 10 percent of the estimated value of the work performed from that payment. This retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any work period will be released for payment only after all the satisfactory payrolls for which the retention was made are submitted. Payment of the retention will be made on the next monthly payment due the contractor after the satisfactory payrolls are received by the City.

7-2.5 Add new subsection 7-2.5 to read: as follows:

7-2.5 Clean Air and Water. For all Federally Funded (HUD, UPARR, LWCF, etc.) projects in excess of \$100,000, Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency. The Special Clause is reprinted at the end of these Special Provisions.

7-3 LIABILITY INSURANCE

7-3.1 Insurance Requirements.

- a. Secure and Maintain Insurance. Prior to City's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the Contract, such commercial general, automobile, and professional liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any Subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.
- b. Provide Certificates of Insurance. Prior to the City's execution of the Agreement, Contractor shall submit an original certificate of insurance to the Parks, Recreation and Community Services Department verifying the General Commercial Liability and Automobile Liability insurance in the required limits with the required provisions as stated below.

- c. Provide Additional Insured Endorsement. Prior to the City's execution of the Agreement, Contractor shall submit an Additional Insured Endorsement to the Parks, Recreation and Community Services Department. Contractor must use the attached Additional Insured Endorsement form provided by the City, or one that is substantially similar to and approved by the City Attorney [i.e. ISO CG 2010 (11/85)].
- d. Installation Floater Insurance. During the term of this contract, Contractor shall maintain in force, at its own expense, **Installation Floater** insurance covering contractor's labor, materials and equipment to be installed for completion of the work performed under this contract. Coverage shall be against all risks of direct physical loss including theft, but excluding earthquake and flood. The policy is to include the City of Riverside *as loss payee*. Coverage is to include materials while at the contractor's yard location, in transit, at any temporary storage location, and while at the jobsite during installation. The limit of insurance shall be equal to the full amount of the contract. The deductible shall not be more than \$10,000 per occurrence. Coverage shall be with a carrier that have an AM Best financial rating of A-VII or better.

7-3.2 Proper Insurance Company. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger.

7-3.3 Coverage. Coverage shall be at least as broad as the following:

- a. Commercial General Liability. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001). This coverage shall include:
 - i. Manufacturers and Contractors liability,
 - ii. Broad form property damage in any case where the Contractor has any property belonging to the City in the Contractor's care, custody, or control,
 - iii. Owners and Contractors' protective liability,
 - iv. Blanket contractual liability,
 - v. Products and completed operations coverage, and
 - vi. Coverage for collapse, explosion, and excavation.
- b. Automobile Liability. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto). This coverage shall include:
 - i. Coverage for owned, non-owned, and hired automobiles

7-3.4 Limits. The Contractor shall maintain limits no less than the following:

- a. Commercial General Liability. One million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage, unless otherwise authorized by the City's Risk Manager, or his designee.

If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the work (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided by the City) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

- b. Automobile Liability. One million dollars (\$1,000,000) per occurrence for bodily injury (including death), and property damage for each accident/incident, unless otherwise authorized by the City's Risk Manager, or his designee.

- c. Professional Liability. Contractor shall ensure that any professional engineer(s) retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance for the duration of the project. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities.
- d. No Limitation on Indemnification. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligation.

7-3.5 Required Provisions.

- a. Policies shall include premises/operations, products, completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City, and its Subconsultants, employees, officers, agents and directors for work performed under this Contract.
- c. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside.
- d. The policy shall include the following provision:

"Solely as respects WORK done by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers, employees and agents are added as additional insured under this policy."
- e. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be listed.

7-3.6 Expiration, Cancellation or Material Change. The policies shall not be canceled unless thirty (30) days prior written notification of intended expiration, cancellation or material change has been given to the City of Riverside by certified or registered mail.

7-3.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City of Riverside. The City reserves the right to either approve, reduce, or eliminate such deductibles or self-insured retentions.

7-4 WORKERS' COMPENSATION / EMPLOYER'S LIABILITY INSURANCE

7-4.1 General. The Contractor and all subcontractors shall insure (or be self-insured), under the applicable laws relating to workers' compensation insurance, all of their employees performing the work, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amending thereof.

7-4.2 Insurance Requirements.

- a. Secure and Maintain Insurance. Prior to City's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the Contract such workers' compensation and/or employer's liability insurance.
- b. Provide Certificates of Insurance. Prior to the City's execution of the Agreement, Contractor shall submit an original certificate of insurance, or self-insurance, to the Parks, Recreation

and Community Services Department verifying that Workers' Compensation insurance is in effect in the required limits with the required provisions as stated below, or that Contractor is self-insured for such coverage.

If Contractor has no employees, a certified statement to that effect shall be submitted to the Parks, Recreation and Community Services Department, acknowledging that if Contractor does employ any person a certificate of insurance shall be submitted as provided in this section.

- c. Workers' Compensation Certification. Contractor shall comply with Labor Code Section 1861 by signing and filing the Workers' Compensation Certification, contained in the Contract Documents, with the City Attorney.

7-4.3 Proper Insurance Company. All worker's compensation/employer's liability insurance shall be issued by an insurance company or companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger.

7-4.4 Limits. Statutory limits are required for Workers' Compensation. Employer's Liability shall be no less than one million dollars (\$1,000,000).

7-4.5 Required Provisions.

- a. The policy shall be endorsed to waive any right of subrogation against the City, and its Subconsultants, employees, officers, agents and directors for work performed under this Contract.

7-4.6 Expiration, Cancellation or Material Change. The policy shall not be canceled unless ten (10) days prior written notification of intended expiration, cancellation or material change has been given to the City of Riverside by certified or registered mail.

7-5 PERMITS

7-5.1 City Construction Permit. No Work shall be started on City property until the Contractor has obtained the necessary permits. The Contractor shall obtain all permits and give all notices necessary and incident to the due and lawful prosecution of the Work and to the preservation of the public health and safety. Fees for permits obtained from the Planning Department shall be paid by the City. Notification of any other agencies including all Local, State or Federal shall be the responsibility of the Contractor. See also Section 6-8 Completion and Acceptance for additional requirements related to inspections. It shall be the Contractor's responsibility to provide proof of licensing, Worker's Compensation Insurance, Business Tax Registration and "sign-onto" the permit

All costs associated with obtaining the required permits to complete the project will be included in contractor's lump sum price.

7-5.2 Local Licenses. The Contractor shall obtain and pay for all licenses necessitated by the Contractor's operations. Prior to starting any work, the Contractor shall be required to have a City of Riverside Business Tax Registration valid for the life of the Contract; subcontractors shall also have Business Tax Registrations valid for the time they are engaged in the work.

7-6 THE CONTRACTOR'S REPRESENTATIVE

The superintendent is required to attend the Preconstruction Conference. The City may suspend the work if a superintendent is not present during construction.

7-7 COOPERATION AND COLLATERAL WORK. Add the following to the end of section 7-7:

Simultaneous collateral work is expected to occur during the period of this Contract. Such collateral work

may include the following:

1. Landscape maintenance activities.

7-8 PROJECT SITE MAINTENANCE

7-8.1.1 Cleanup and Dust Control. The generation of dust shall be controlled as required by the Air Quality Management District. Grading activities shall cease during periods of high winds (greater than 25 MPH). Trucks hauling soil, dirt, sand or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the Parks Department Representative.

The Contractor shall keep the site clean and free from rubbish and debris throughout all phases of construction, including suspension of work, and until Final Acceptance. The Contractor shall also abate dust nuisance by cleaning and sweeping or by other means necessary. If, after being requested to do so by Parks Department Representative, Contractor fails to clean-up or properly control dust and debris generated during its performance of the Work, the Parks Department Representative may direct City forces to remedy the problem and all costs associated therewith shall be borne by the Contractor.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

Failure of the Contractor to comply with the Parks Department Representative's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

7-8.6 Water Pollution Control.

7-8.6.1 General Requirements. The Contractor must follow and implement the Best Management Practices (BMPs) required by the attachment to these Special Provisions titled "Best Management Practices for Typical Construction Activities".

Contractor shall provide copies of certification that the superintendent or foreman has attended a Stormwater Pollution Prevention course within the last 12 months. Any work requiring the placement of BMP's shall not begin until this certification is provided to the Parks Department Representative.

Sections 7-8.6.2 to 7.8.6.6 are intentionally left blank.

7-8.6.7 Payment. The Contractor's cost of implementing the required BMP's for all project activities shall be included with other items of work.

Any BMP required to protect storm water quality shall be installed within 24 hours of the time Contractor is notified by the Parks Department Representative or regulatory agencies to install such BMP's..

7-8.7.1 Drainage Control. Special attention is directed to possible flood hazards, and/or nuisance water such as irrigation and other runoff. The Contractor shall be responsible for all injuries or damages to any portion of the work and/or any private or public property occasioned by these causes and shall make good such injuries or damages at no cost to the City prior to the completion and acceptance of the work.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall restore to its original condition without charge, any property not identified to be demolished that shall become damaged due to the operations of the Contractor or any of the Contractor's employees, agents or subcontractors.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.4.5 Public Safety During Non-Working Hours. Public safety at or in the affected vicinity of the jobsite is the Contractor's responsibility at all times. If, in the absence of the Contractor, the Parks Department Representative determines that an unsafe condition exists at or in the affected vicinity of the jobsite, the Parks Department Representative will endeavor to notify the Contractor to correct the unsafe condition. However, the Parks Department Representative reserves the right to direct City forces to perform any functions Parks Department Representative may deem necessary to ensure public safety. If such procedure is implemented the Contractor will bear all expenses incurred by the City. In all cases the judgment of the Parks Department Representative shall be final in determining whether or not an unsafe situation exists.

7-10.4.6 Public Notification of Construction. The construction schedule required under Section 6-1.1 of these Special Provisions shall allow ample "on-street" parking for affected people with a reasonable distance from their homes and businesses. Requests for changes to the schedule shall be submitted by the Contractor to the Parks Department Representative at least 48 hours prior to the scheduled operation to be changed.

The Contractor shall provide a construction advisory letter, subject to the approval of the Parks Department Representative, to all affected residences and businesses adjacent to the work site a minimum of 48 hours prior to construction on each street. The letter shall indicate the duration of the proposed construction and also state if alternate parking arrangements will be necessary.

"Temporary No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. These signs shall read "Temporary No Parking Tow-Away CVC 22654 (d)". The signs shall be placed no more than 100 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. All signs shall be removed within 24 hours after the effective date. If the date of closure is changed, the Contractor will be responsible for reposting the signs in accordance with the above requirements.

7-10.5 Storage of Equipment and Material on Private Property. If the Contractor wishes to store Contract equipment and material on private property, the Contractor may do so only pursuant to a written agreement with the legal owner of the affected property and shall submit a copy of the agreement to the Parks Department Representative prior to storing Contract equipment and material on the private property.

SECTION 8 --- FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

Facilities for City personnel will not be required.

SECTION 9 --- MEASUREMENT AND PAYMENT

9-2 LUMP SUM WORK. *Modify the second paragraph of Standard Specifications Section 9-2 Lump Sum Work to read as follows:*

Within five calendar days following the bid opening date, Bidders being further considered by the City for award will be requested to submit detailed breakdowns of the costs for each Lump Sum Bid item to the Purchasing Services Manager. The breakdowns shall include as a minimum the line items shown in the Bid Proposal and will be used for further bid evaluation and progress payment purposes. The bid breakdown for each item shall equal the lump sum bid for that item and shall be in such form and sufficiently detailed as to satisfy the City that it correctly represents a reasonable apportionment of the lump sum bid.

9-3 PAYMENT.

9-3.1.1 Payments. *Add new subsection 9-3.1.1 to read:*

The City of Riverside payment process is through an electronic transfer process. Contractor or Suppliers must be set up for this payment process in order to be compensated for materials and or services.

9-3.2 Partial and Final Payment. Revise a portion of this subsection to conform to the following: From each progress estimate, 5% will be deducted and retained by City, and the remainder, less the amount of all previous payments will be paid to Contractor. The 5% retention shall apply to all of the Work done. There will be no reduction in the retention amount. Pursuant to Section 22300 of the Public Contract Code, Contractor will be permitted to substitute securities for any moneys withheld to ensure performance of the contract. Such substitution shall only be made at the request and expense of Contractor.

9-3.5 *Add new subsection 9-3.5 to read:*

9-3.5 Progress Payments. Progress payment requests shall be processed in accordance with the provisions of Public Contract Code Section 20104.50, which is summarized as follows:

- 1) Upon its receipt of Contractor's written payment request, City shall review it as soon as practicable to determine whether it is a proper payment request. If City determines that it is not a proper payment request suitable for payment, City shall return it to Contractor as soon as practicable, but no later than seven days after its receipt, together with a document setting forth in writing the reasons why it is not proper.
- 2) If City fails to make a progress payment within thirty days after it receives an undisputed and properly submitted payment request from Contractor, City shall pay interest on the correct amount thereof at the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- 3) The number of days available to City to make a payment without incurring an interest obligation thereon shall be reduced by the number of days by which City exceeds the seven-day return requirement of sub-paragraph 1.) above for return of an improper request.
- 4) A "progress payment" includes all payments due under the contract, except that portion of the final payment which is designated as retention earnings, and a payment request shall be considered properly executed if funds are available for payment thereof and payment is not delayed due to an audit inquiry by City's financial officer.

9-3.6 *Add new subsection 9-3.6 to read:*

9-3.6 Retention Payment. City's payment to Contractor of the retention amounts withheld from progress payments made during the performance of the Work, and Contractor's disbursement thereof to Contractor's subcontractors, shall be subject to the requirements of Public Contract Code Section 7107, the Stop Notice withholding laws of the State of California and the other provisions of the Contract. City's payment obligations under Section 7107 are summarized herein; by executing the Agreement, Contractor will be confirming knowledge of and responsibility for disbursement of the retention payment to Contractor's subcontractors.

- 1) Within sixty days after the date of completion of the Work, City shall pay the undisputed and unencumbered portion of the retention amount to Contractor. If City disputes any portion of the amount Contractor demands, City will withhold from its payment an amount not exceeding 150% of the disputed amount.
- 2) If City fails to pay the undisputed and unencumbered portion of the retention amount due Contractor within sixty days after the date of completion of the Work, City shall pay Contractor a charge of 2% per month on the amount improperly withheld in lieu of any other interest amount otherwise payable by operation of law. In any lawsuit brought for collection of amounts alleged to be wrongfully withheld by City, the prevailing party shall be entitled to attorney's fees and costs.
- 3) "Completion" for purposes of this Section means any of the following events:
 - (a) Occupation, beneficial use and enjoyment of the Work by City, excluding testing, start-up and commissioning activities, accompanied by Contractor's cessation of labor thereon;
 - (b) Acceptance of the Work by City;

- (c) Contractor's cessation of labor for a continuous period of 100 days or more due to factors beyond Contractor's control; or
- (d) Contractor's cessation of labor for a continuous period of 30 days or more if and after City records a "Notice of Cessation of Work" or a "Notice of Completion."

SECTION 10 --- FUNDING AGENCY REQUIREMENTS

10-1 GENERAL

This project is being financed with funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG). Contractor shall comply with all the requirements which HUD has imposed regarding this grant.

10-2 PROJECT AREA TRAINEES, EMPLOYEES AND BUSINESSES

The Work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for the Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that the parties are under no contractual or other disability which would prevent the parties from complying with these requirements.

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

Contractor will include this Section 3 clause in every subcontract for the Work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns.

Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135. Note: The project area is defined as the City limits of Riverside.

10-3 AUDITOR ACCESS TO RECORDS

Contractor shall provide access to the grantee, the subgrantee, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

10-4 RETENTION OF RECORDS

Contractor shall retain all required records for three years after grantee or subgrantee makes final payments and all other pending matters (e.g., filing of the Notice of Completion) are closed.

10-5 PREVAILING WAGES

Contractor shall obtain current copies of the schedule of prevailing wage rates and shall post said rates on the job site and otherwise comply with the requirements of the Department of Housing and Urban Development.

Contractor shall comply with the Davis-Bacon Act, copy attached, and pay not less than the prevailing wages as determined by the Secretary of Labor. A copy of the minimum wages and other information shall be posted at the project site. Contractor is required to pay Contractor's employees weekly and must submit certified payrolls to City for review. Contractor is required to also include the minimum wage provision in all contracts with subcontractors. Contractor shall also comply with the Copeland Anti-Kickback Act.

Individual employees of Contractor or Subcontractor are subject to interview by HUD representatives or by City.

For projects over \$100,000, Contractor must also comply with the Clean Air Act and with the Clean Water Act. A copy of the "special clause" regarding this act is provided hereinafter in Subsection C of this section. For projects over \$100,000, the Labor and Materialmen Bond must be for 100% of the contract price.

10-6 WORKFORCE COMPOSITION REPORTING

Within seven calendar days following execution of the contract, Contractor shall submit to City a written report identifying the number of persons to be directly employed on the project by the Prime Contractor and each subcontractor for the entire life of the Contract. Do not count or report number of persons expected to be actively employed if for a total of less than one week (40 man hours). Also, do not report persons indirectly employed (e.g., material, supplies, equipment rental employees, etc.). Contractor shall also identify the equivalent number of man weeks (40 man hours) of employment represented by the entire project. For example, if a worker is expected to provide 20 hours of work per week on this project for a period of 4 weeks, this would represent the equivalent of 2 man weeks of full time employment.

10-7 HUD CONSTRUCTION SIGN

A sign displaying the name of Contractor, the City, and all funding sources participating in the design and/or construction of the Project, shall be provided by the City. Contractor shall mount the sign on two 4 x 4 x 8' Douglas fir paint grade posts. Posts shall be set into grade a minimum of 2' as necessary to provide adequate foundation. Posts shall each be painted with two coats of white exterior grade paint. The sign shall be displayed on the construction site for the duration of the Contract. The sign, support structures and fasteners shall be totally removed by Contractor upon completion of the Contract and acceptance of the Project by City.

10-8 SPECIAL CLAUSE RELATED TO THE CLEAN AIR ACT, AS AMENDED (42 U.S.C. 7401 ET SEQ) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 ET SEQ.) (FOR FEDERALLY FUNDED PROJECTS OVER \$100,000)

- 1) For the purpose of this clause:
 - a) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 7401, et. seq.).
 - b) The term "air pollution control agency" means any agency which is defined in Section 302(b) and Section 302(c) of the Air Act.
 - c) The term "clean air standards" means any rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Air Act, an approved implementation procedure or plan

- under Section 111(c) and Section 111(d), respectively, of the Air Act, or an approved implementation procedure under Section 112(d) of the Air Act.
- d) The term "clean water standards" means any limitation, control, condition, prohibition, or other requirement which is set by the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency, or by a State under an approved program as authorized by Section 402 of the Water Act, or by a local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act, including any provisions with respect to inspections, monitoring and entry, as authorized by Section 308 of the Water Act.
 - e) The term "compliance" means compliance with clean air or water standards, or a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency (EPA), or an air or water pollution control agency, in accordance with the requirements of the Air or Water Act and regulations issued pursuant thereto.
 - f) The term "facility" means a non-Federal building, plant, installation, structure, mine, area, location, or site of operations to be utilized in the performance of a contract or loan. Where an area, location, or site of operations contains or includes more than one building, plant, installation or structure, the entire area, location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.
 - g) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
 - h) The term "water pollution control agency" means any agency which is defined in Section 502(1) or Section 502(2) of the Water Act.
- 2) The grantee agrees that any facility to be utilized in the performance of this grant is not listed on the EPA list of Violating Facilities pursuant to 40 CFR, Part 15.20.
 - 3) In the event the grantee fails to comply with clean air or water standards at such facilities, the grant may be canceled, terminated for default or suspended for such failure, in whole or in part, and the Government may refrain from further granting with the grantee.
 - 4) The grantee agrees to comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder.
 - 5) The grantee agrees to promptly notify the awarding official of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized under the grant is under consideration for listing on the EPA List of Violating Facilities.
 - 6) The grantee further agrees to insert in any subgrant, contract or subcontract hereunder, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, part 15.5) provisions which shall include the criteria and requirements set forth in this clause, including his paragraph 6). The grantee shall take such action as the Government may direct as a means of enforcing such provisions.

END OF PART 1

**PART 2
TECHNICAL PROVISIONS**

SECTION 02110 - SELECTIVE DEMOLITION AND SALVAGE

PART 1 - GENERAL

1.01 STANDARD SPECIFICATIONS: The provisions of the "Standard Specifications for Public Works Construction" shall apply except as modified herein.

1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all **Selective Demolition and Salvage Work** as described in the Specifications including, but not necessarily limited to, the following:

- Protection of all existing improvements/work not designated for removal;
- Demolition and removal of existing pool plaster within the entire pool shell in a manner to avoid damage to the existing shotcrete pool shell structure and existing ceramic non-skid tile and/or existing deck and pool equipment;
- Removal and salvage of existing deck equipment, miscellaneous hardware and pool equipment/hardware suitable for re-use, and replacement of any such items not suitable for re-use with new items to match existing, all as necessary to return the pool to full operational condition (e.g. plastic ladder steps encased within the existing pool plaster, return line eyeball sockets, light fixtures, rope anchors, drain grates, handrails, ladders, drain skimmer covers, etc.);
- Furnish and install all barricades, lights, signs, and safety precautionary equipment as necessary to conform with governing codes and OSHA standards;
- Develop and apply all dust control measures for the project, such as watering equipment, tarps, etc., as required by governing regulations of the AQMD and building codes;
- Removal and legal disposal off-site of all deleterious materials not specifically mentioned herein which may be found within the Work Limits;
- Coordination of Work with other Sections;
- Clean-up, including dusting, vacuuming, and wash down of adjacent surfaces that become dusty and/or soiled by the Contractor's operations, and removal and legal disposal off-site of all deleterious materials.

1.03 RELATED WORK:

Pool Finishes	Section 13152
Pool Systems Start-Up	Section 13153

1.04 RESPONSIBILITY AND COORDINATION:

- A. Permits: Contractor shall secure and maintain all required permits and licenses, and pay all fees necessary to legally complete the Work of this Section.
- B. Notifications: Contractor shall notify utility companies for all utilities to be cut off, modified or relocated, and shall maintain and protect all active utilities.
- C. Work Schedule: Contractor shall coordinate all Work with the Parks, Recreation & Community Services Department in an effort to avoid any conflicts with the recreation programming and park maintenance schedules. Perform work in existing facilities during such hours and by methods as are approved by the City. Submit proposed work schedule for site itemizing dates and hours that the various items of work will be started and completed. The City reserves the right to modify the proposed schedule to eliminate conflicts and ensure the earliest possible public use of the facility. Contractor shall adhere to the schedule as approved by the City. No extra payment will be authorized for work required to be performed during the night, weekends, or holidays. Revise and resubmit the schedule as necessary to obtain City approval.
- D. Submittals: Submit proposed demolition and removal procedures for approval before the work is started. Procedure shall provide for coordination with other work in progress, a detailed description of methods and equipment to be used for each operation, and sequence of operations.

1.05 PROTECTION AND SAFETY:

- A. Protection: Contractor shall protect the Project site and adjacent properties from dirty water, mud and water accumulated due to Contractor's operations and from rainfall runoff or water that enters the Project site from any other source. The Contractor shall protect the existing improvements using temporary covers, shoring, bracing, and supports as necessary. Items which are to remain and which are damaged during the performance of the Work shall be repaired/replaced to "like-new" condition.
- B. Public Safety and the Work Area: Contractor shall provide signs in necessary places to exclude persons, except those connected with the Work, from entering the working area. Contractor is responsible for preventing unauthorized persons from entering the work area.
- C. Site Security: Contractor shall be responsible for site security and shall secure all entrances and exits. Contractor shall erect and maintain fences, barricades, warning lights, and signs as required to protect all manner of persons from injury, to prevent trespassing, and to prevent theft or damage to the Work and City Property.
- D. City Property: Contractor shall assume care, custody, and responsibility for safeguarding all of the City's property of every kind, whether fixed or portable, remaining in the areas turned over to the Contractor by the City for Contractor's exclusive use in the performance of the Work until the Final Acceptance of the Work.

PART 2 - MATERIALS

2.01 GENERAL: For deck equipment, miscellaneous hardware, and pool equipment/hardware NOT suitable for re-use, replacement pieces shall match existing as approved by the City, material submittals are required.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS:

- A. Verification: Prior to commencement of any work of the contract, including selective demolition work, the Contractor shall inspect the site with the Parks Department Representative and perform a detailed survey of existing site, and pool and building conditions. Prior to starting work, Contractor shall report in writing all discrepancies or conflicts between the specifications and actual conditions encountered in the field, and shall obtain clarifications and instruction from the City where such discrepancies or conflicts occur.
- B. Existing Pool Maintenance Tools and Portable Items: The City will remove all portable equipment, furniture, and supplies from involved areas prior to start of work therein. The Contractor shall cover and protect remaining items.
- C. Access: The Contractor shall take access to the work site only by way of access entrances and exits, and routes, as approved by the City. Consideration shall be given to protection of existing turf and irrigation improvements, public access to the areas proximate to the work, and public safety.

3.02 DEMOLITION AND REMOVAL WORK: Selective Demolition and Removal Work shall be carefully done to avoid damage to all existing facilities not designated for removal.

- A. Removals: All pool plaster shall be removed by chipping, leaving the existing substrate sufficiently rough to provide a strong mechanical bond for the new plaster. Plaster shall be removed around existing fixtures to remain, providing sufficient depth for new plaster. Clean base surfaces of projections, dust, loose particles, grease, bond breakers, and foreign matter. Remove steps and other pool equipment as indicated and required. Remove all miscellaneous items not mentioned but required to be removed in such a manner as minimizes damage to improvements designated to remain and/or be reinstalled. When removing pool plaster and ceramic tile adjacent to and/or within existing concrete pavement designated

to remain, contractor shall carefully hand trim away the material being removed in a manner to avoid damage to pavement and improvements designated to remain.

- B. Re-use of existing deck equipment and light fixtures: Carefully remove and salvage all existing deck equipment, pool light fixtures, return line eyeball sockets, etc., that are in conflict with the plastering work and store such items for re-use. Disassemble, clean and repair all existing equipment and fixtures suitable for re-use. For existing items not suitable for re-use, provide replacement items to match existing. Submit catalog cuts to City for all proposed replacement items for approval prior to ordering materials. Coordinate with the Pool Finish Work for reinstallation of such items as the new plastering work progresses. All deck equipment removed and not re-used in the Work shall be and remain the property of the city and shall be delivered by the Contractor to the City Corporation Yard located at 8095 Lincoln Avenue, Riverside, California.

3.03 DISPOSAL OF DELETERIOUS MATERIALS: Remove all rubbish and debris, existing pool plaster and ceramic tile within the pool shell on a daily basis. All deleterious materials shall be disposed of off-site in a legal manner by the Contractor, who shall make all necessary arrangements and pay all related costs.

3.04 NOISE RESTRICTION: use care to avoid generation of unnecessary noise and keep noise levels to a minimum whenever possible. When ordered by the City, immediately discontinue such methods that produce noise disruptive or harmful to facility functions and occupants, and employ unobjectionable methods. Remove from the site any equipment producing objectionable noise as determined by the City.

3.05 USE OF EXPLOSIVES AND DEBRIS BURNING: Is NOT permitted.

3.06 DUST CONTROL: Dust shall be kept to a minimum for the duration of the Contract period, especially during the plaster removal operations, by means of wetting the site or other approved method. Take appropriate action to check the spread of dust, and to avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions, such as flooding or pollution. Comply with all dust regulations imposed by the local air pollution agencies. Vacuum and dust the work area at least daily or more frequently, as needed or directed. After all plaster and tile removal operations are complete, dust and vacuum all adjacent dust covered surfaces, wash down all existing pool deck, walls, and adjacent sidewalks and buildings, and streets on and off the site that have become dusty and/or soiled due to Contractor's operations.

END OF SECTION

SECTION 13152 – POOL FINISHES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS:

- A. Standard Specifications: The provisions of the Standard Specifications shall apply except as modified herein.
- B. Reference Standards:
 - American National Standards Institute Standards (ANSI)
 - American Society for Testing and Materials Standards (ASTM)
 - Tile Council of America Standards (TCA)
 - American Concrete Institute Standards (ACI)

1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all Pool Finishes Work as described in the Specifications including, but not limited to, the following:

- Reinstall all salvaged pool and deck equipment suitable for re-use, install all replacement items for existing pool and deck equipment not suitable for re-use, and replace all pool plaster;
- Remove and replace all pool shell caulking and jointing using materials to match existing;
- Install pool tile at pool floor returns, to 18"x18" with 1"x1" non-skid tiles at pool floor returns;
- Coordination with Work of other Sections;
- Testing;
- Cleanup; and
- Replacements, Repairs, Guarantees, and Warranty Work.

1.03 RELATED WORK:

Selective Demolition and Salvage Section 02110
Pool Systems Startup Section 13153

1.04 SUBMITTALS:

- A. Materials Lists/Manufacturer's Catalog Cuts: The Contractor shall submit a complete list of materials along with the manufacturer's catalog cuts for all materials proposed for use in the Work.
- B. Proposed Substitutions: Submittals shall conform with Section 4-1.6.1 Proposed Substitutions of the Special Provisions.
- C. Tile Samples: The Contractor shall prepare and submit samples of each type, size, special shape, and color of tile proposed for use in the Project.
- D. Turn Over Items: At Final Acceptance of the Project, Contractor shall turn over a minimum of 10% of each type, size, and color of tile used on the Project. Spare tile shall be turned over to the Parks Department Representative.

1.05 DELIVERY, STORAGE AND HANDLING: The Contractor shall assume all responsibility for storage of all materials for the Project. The City assumes no liability for losses or damages from any cause as a result of Contractor's storage of materials on site.

PART 2 – MATERIALS

2.01 QUALITY ASSURANCE: Products used in the Work of this Section shall be produced by manufacturers regularly engaged in the manufacture of similar items with a history of successful production acceptable to the Parks Department Representative.

2.02 POOL TILE: To the extent possible, pool tile shall match existing as to types, sizes, and colors. All tile shall be square edged, porcelain body, 0 to 0.5 percent moisture absorption, with surface (either glazed or non-skid) to match existing, color as selected by the City, and conforming to ANSI/TCS standard A 137.1. Tile for depth markers and graphic tiles shall have glaze applied over the screened numbers, graphics, and non-skid aggregate.

Tile shall be as manufactured by Cepac Tile, American Olean Tile Company, Dal-Tile Corporation, or City-approved equal. Provide special shape tiles for gutter lip, gutter step, and continuous stair step edge locations.

2.03 CONCRETE COPING: Where used, coping shall be wet-cast concrete, dimensions to match existing, with a rounded front edge sloping to the rear, and white in color. Concrete mix to be 3 parts washed concrete sand, 1-1/2 parts 3/8" pea gravel, and 1 part Riverside white cement.

2.04 GROUT: Shall be cementitious type, resistant to shrinking, as manufactured by Olean Tile Company, Dal-Tile Corporation, or City-approved equal.

2.05 MORTAR: Shall be a mixture of Portland cement, sand and water conforming with ANSI/ACI Standard A 118.1 as available through American Olean Tile Company, Dal-Tile Corporation, or City-approved equal.

2.06 PLASTER:

A. Cement: Shall be Normal, Type I Portland Cement conforming with ASTM C 150, with T/Quartz additive.

B. Aggregate: Shall be white marble dust, uniformly graded within the following limits:

<u>Sieve Size</u>	<u>Percent Retained</u>
# 20	0 to 10
# 30	25 to 35
# 40	45 to 55
# 50	65 to 75
# 60	70 to 80
# 100	80 to 90
# 200	90 to 100

C. Water: Shall be clean, fresh, potable, and free of mineral or organic matter which can affect the plaster.

2.07 JOINT AND CAULKING: All joint and caulking materials shall be as approved by the City, submit catalog cuts, manufacturer's installation instructions and samples for City review and approval prior to ordering materials.

PART 3 – EXECUTION

3.01 QUALIFICATIONS OF INSTALLERS: Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.

3.02 JOINTS AND CAULKING: Contractor shall remove all existing expansion joint materials within the pool shell and shall replace same with new joint materials and caulking to match existing. Verify that all joint openings to be sealed are ready to receive new Work and that joint measurements and surface conditions are as recommended by the sealant manufacturer. Verify that joint backing and release tapes are compatible with the sealant being used. Perform preparation of all joints per ASTM C 790 as specified for latex-based sealants. Remove all loose materials and foreign matter that may impair adhesion of the sealant. Prime joints per the manufacturer's instructions. Install joint filler to achieve a neck thickness dimension no greater than the joint width. Install bond breaker where joint filler is not used. Install sealants in accordance with the manufacturer's instructions. Apply sealants within the recommended application temperature ranges. Maintain temperature and humidity as recommended by the sealant manufacturer during installation and cure period. Consult with

the manufacturer for proper procedures when temperatures and humidity of the substrate and ambient air are not within specified ranges for application. Tool all joints flat and flush with the finish surface.

- 3.03 POOL TILE: Verify that surfaces are ready to receive Work. Commencement of Tile Work will be construed as acceptance of the substrate conditions. Vacuum and wet sponge clean all surfaces to receive tile. Seal substrate surface cracks with a filler as approved by the tile manufacturer. Install the mortar bed, tile and grout in accordance with the tile manufacturer's instructions. Mortar bed shall be a minimum of ¼" thick. Do not install adhesives in a closed, unventilated environment. Maintain temperatures at a minimum of 50 degrees F throughout the duration of the Tile Work, including the 48-hour cure time. Lay tile in the pattern to match existing so that upper surface of tile is flush with adjacent finishes. Tile joints shall be of uniform width, subject to variance within the tolerances allowed by TCA standards for the tile size. Make joints watertight, free of voids, cracks excess mortar, and excess grout. "Sound" tile after setting to verify that each tile is fully bedded. Replace all hollow sounding units. Allow tile to set for a minimum of 48 hours prior to grouting. Protect surrounding Work from damage and disfigurement.
- 3.04 CONCRETE COPING: Set concrete coping plumb, level, square and true to line. Provide uniform joint width in accordance with the coping manufacturer's instructions. Provide minimum 1" thick mortar setting bed.
- 3.05 GROUT: Grout all tile joints using colored grout as approved by the City. Following completion of grouting work, sponge clean all tile removing all excess grout and latence. Polish clean all finish surfaces of all tile.
- 3.06 PLASTER:
- A. Environmental Requirements:
1. Do not apply plaster when substrate or ambient air temperature is less than 50 degree F nor more than 80 degree F.
 2. Maintain minimum ambient temperature of 50 degrees F throughout the duration of the plastering work and specified cure time.
 3. Protect applied plaster from rapid drying until curing is completed and pool is filled with water.
- B. Mix: Mix and proportion all cement plaster in accordance with ANSI/ASTM C 926 and as follows:
1. Base and Finish Coat: One part cement and maximum 2 parts aggregate. Include a T/Quartz additive.
 2. Mix only as much plaster as can be used within one hour.
 3. Mix materials dry, to uniform color and consistency, before adding water.
 4. Protect mixtures from frost, contamination and evaporation.
 5. Do not re-temper mixes after initial set has occurred.
- C. Installation: Verify that surfaces and site conditions are ready to receive Work. Commencement of Plastering Work will be construed as Contractor's acceptance of the substrate conditions. Protect surfaces near the Work from damage and disfigurement. Clean all surfaces to receive plaster using a high pressure/velocity water jet spray. Remove all loose and foreign matter and wash surfaces with clean water. Dampen substrate with clean water immediately prior to plastering. Apply plaster in accordance with ANSI standards and ASTM C 926. Apply a thin base coat to substrate, then double back with a second coat, for a total minimum thickness of ½ inch. Apply finish coat after the base coat is tamped and initially floated. Provide a smooth, flat, consistent steel trowel finish for all plaster with a maximum variation of 1/8 inch as measured along a 10-foot straight edge. Moisture cure plaster with a fine spray until the swimming pool with filled with water. Fill the pool from the deep end, protecting plaster from erosion that may be caused by the water stream. Protect plaster from any marring that may occur from hoses.

3.07 COMPLETION CLEANING: Upon completion of the Work of this Section, the Contractor shall clean all improvements installed removing all soil, concrete mortar and grout latence, stains, grease, dirt, etc., and shall polish all tile, handrails, steps, rope anchors, lights, and other such surfaces that require such maintenance. The Contractor shall remove all excess materials, rubbish, debris, etc., sweep all pavement surfaces and adjacent, curbs, gutters, walkways, trails, and remove construction equipment from the premises.

END OF SECTION

SECTION 13153 – POOL SYSTEMS START-UP

PART 1 – GENERAL

1.01 STANDARD SPECIFICATIONS: The provisions of the Standard Specifications shall apply except as modified herein.

1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all Pool Systems Start-Up Work as described in the Specifications, including, but not necessarily limited to, the following:

- Fill the pool with clean domestic water from the existing City metered water service;
- Domestic Water Testing and Analysis, and continuous pool water chemistry testing and analysis during the 30-day calendar day start-up period;
- Supply all water treatment chemicals as necessary for initial start-up period;
- Operate and maintain water chemistry treatment as necessary to maintain chemical balance of pool water during start-up period;
- Coordinate with Work of other Sections;
- Clean-up; and
- Replacements, Repairs, Guarantees, and Warranty Work.

1.03 RELATED WORK:

Selective Demolition and Salvage Section 02110
Pool Plaster and Tile Section 13152

1.04 SUBMITTALS: The following submittals are required:

- A. Materials List: Itemize all pool water chemistry treatment chemicals by manufacturer, product number, size and grade. Catalog data and full descriptive literature must be submitted whenever the use of items different from those specified is requested.
- B. Proposed Substitutions: Submittals shall conform with Section 4-1.6.1 Proposed Substitutions of the Special Provisions.
- C. Domestic Water Test Results: Submit one copy of written test results for Domestic Water as specified in subsection 1.07, paragraph B below, to the Parks Department Representative.
- D. Turn Over Items: As a part of the Work of this Section, Contractor shall turn over the following items to the City at the Final Acceptance Inspection:
 - 1) Documentation of Health Department Inspections and acceptance of the pool for occupancy.
 - 2) Daily Logs from Water Chemistry Controller/Recorder for the entire Start-Up period.

1.05 Delivery, Storage and Handling: The Contractor shall assume all responsibility for storage of all materials for the Project. The City assumes no liability for losses or damages from any cause as a result of Contractor's storage of materials on site.

1.06 Inspections and Testing:

- A. Inspections: Contractor shall obtain all required inspections from the County Health Department to start-up and continue operation of the pool system throughout the minimum 30 calendar day start-up period.
- B. Domestic Water: Contractor shall provide and pay all costs for a complete chemical analysis of the existing domestic water to determine quantities and types of chemicals necessary to buffer and balance the pool water and achieve acceptable water chemistry control.

PART 2 – MATERIALS

- 2.01 QUALITY ASSURANCE: Products used in the Work of this Section shall be produced by manufacturers regularly engaged in the manufacture of similar items with a history of successful production acceptable to the Parks, Recreation & Community Services Department.
- 2.02 WATER TREATMENT CHEMICALS: To the extent possible, chemicals shall be supplied in the same form and concentrations presently being used at each pool and shall be stored in the Chemical equipment rooms and tanks as exist at each site. Package storage on-site shall be kept to a minimum.

PART 3 – EXECUTION

- 3.01 QUALIFICATIONS OF WORKERS: Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and the methods needed for proper performance of the Work of this Section.
- 3.02 POOL START-UP:

- A. Written Notice: Contractor shall provide a minimum 7 days written notification to the City and County Health Department prior to start-up of the pool. Contractor shall ensure that each piece of equipment individually, and the entire pool system as a whole, is ready for operation prior to start-up. Contractor shall start-up the pool following procedures as set forth in the equipment manufacturer's instructions and these specifications.
- B. Start-Up: Contractor shall start-up and maintain the entire pool system including all equipment required for proper operation of the pool. Throughout the pool start-up period, the Contractor shall periodically clean all pump strainers until no accumulation of foreign material recurs and the system runs cleanly. Adjust all safety and automatic controls for proper operational testing, clean strainer, backwash filters, and return the pool systems to readiness for use.

Contractor shall brush the pool plaster finish no less than once daily for 14 consecutive days to remove calcium carbonate scale. Do not vacuum the pool during this 14 day period. At the end of the brushing period, vacuum pool, clean grates, and return pool to readiness for use.

- C. Water Chemistry Balance: Acceptable water chemistry balance will be considered to have been achieved when the water chemical balance reaches and is continuously maintained for 7 consecutive days within the following parameters:
1. pH level between 7.2 to 7.6;
 2. Alkalinity level between 80 to 100 ppm;
 3. Calcium hardness level between 200 to 400 ppm;
 4. Chlorine level between 1.0 to 1.5 ppm; and
 5. Total dissolved solids level 300 to 2,300 ppm.
- D. Completion of Start-up: All pool system components shall be operated and maintained until the following three conditions all occur:
1. A satisfactory water chemistry balance is achieved and maintained for a minimum of 7 consecutive days;
 2. The County Health Department inspects and release the pool for occupancy; and
 3. Pool operational performance and water chemistry balance, once achieved, both show zero defects and are maintained in like condition for a minimum period of 30 calendar days.

- 3.03 COMPLETION CLEANING: Upon first achieving chemistry balance, the Contractor shall vacuum the pools, clean all improvements installed removing all soil, concrete lence, stains, grease, dirt, etc., and shall polish all deck equipment, handrails and other such surfaces that require such maintenance. The Contractor shall wash down the pool deck, flush out all drain lines to demonstrate their free-flowing condition and shall remove all excess

materials, rubbish, debris, etc., sweep all pavement surfaces and adjacent streets, curbs, gutters and walkways as needed, and shall remove construction equipment from the premises.

3.04 CLEAN-UP: Throughout the duration of the pool start-up work, the Contractor shall provide trash receptacles for collecting debris, shall remove debris, trash and unused materials from the job site at regular intervals of not less than weekly and shall dispose of same off-site in a legal manner.

END OF SECTION

END OF PART 2

ATTACHMENTS

**CONSTRUCTION PLANS
(FOR REFERENCE ONLY)**

B W I M M I N G

P O O L

IMPROVEMENTS FOR

ARLINGTON PARK

3860 VAN BUREN STREET
RIVERSIDE, CALIFORNIA 92503

PREPARED FOR

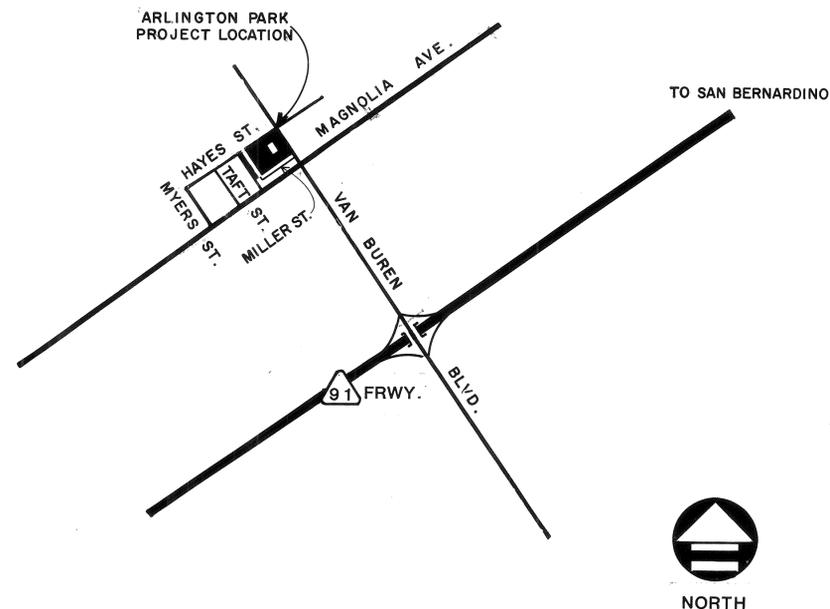
CITY OF RIVERSIDE PARK & RECREATION DEPARTMENT
3900 MAIN STREET, RIVERSIDE, CALIFORNIA 92522

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Electrical Engineer
MALCOLM LEWIS ASSOCIATES
15500 Rockfield Boulevard, Suite 7C
Irvine, CA 92718
(714) 768-6911

VICINTY MAP



THOMAS BROS. MAP NO. 22
RIVERSIDE COUNTY BOOK
GRID COORDINATES B-1

SHEET INDEX

SHEET INDEX	
T-1	TITLE SHEET
SP/A1	SITE PLAN
SP/A2	EQUIPMENT SCHEDULE & GENERAL NOTES
SP/A3	POOL, FILTRATION & CHLORINE ROOM PLAN (DEMO)
SP/A4	POOL, FILTRATION & CHLORINE ROOM PLAN
SP/A5	DETAILS
SP/A6	DETAILS

APPROVALS

Dee W. Bachman 10/28/87
Dee W. Bachman, Director of Park and Recreation Date

Terry Nielson 10/28/87
Terry Nielson, Park Superintendent Date

Ron Reese 10-28-87
Ron Reese, Recreation Superintendent Date

Robert L. Johnson 10-28-87
Robert L. Johnson, Park Project Coordinator Date

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SHEET 1 OF 65

DRAWN
ANNE Mc COWAN
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WNR
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MAY 6, 1987
SCALE
NONE
JOB NO.
86.113
SHEET

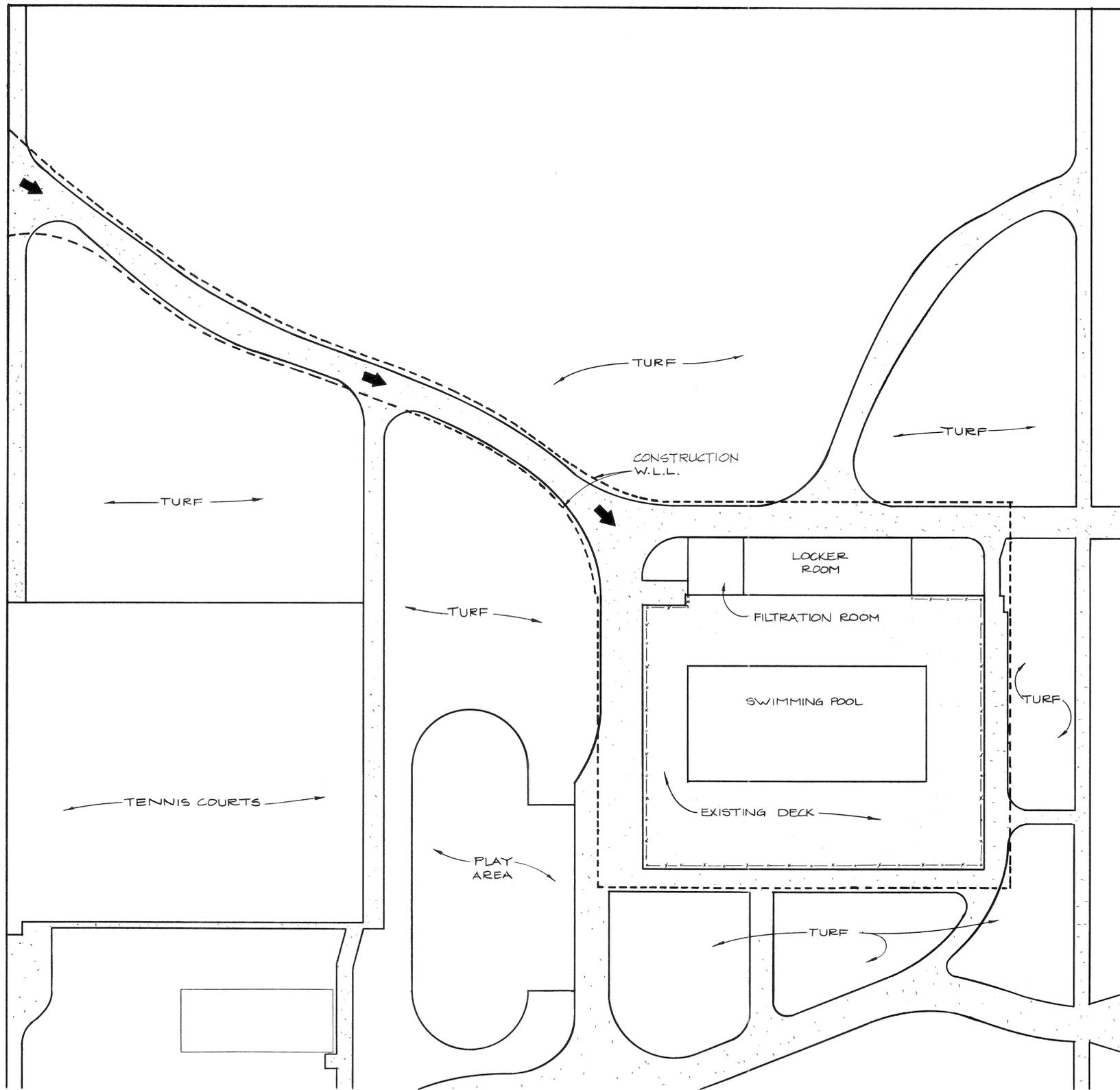
TITLE SHEET

OF T-1 SHEETS

PLAN NO. P-0532

ACCESS FROM MILLER STREET

MILLER STREET



SITE PLAN

SCALE: 1" = 40' - 0"

ADDITIVE ITEMS

- REFER TO THE BID PROPOSAL DOCUMENTS FOR THE FOLLOWING ITEMS:
1. INSTALL AUTOMATIC FLOW CONTROL VALVE (ITEM #11 ON SHEET SP/A-2).



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SHEET 2 OF 65

DRAWN	R.J. BRAVO
CHECKED	W.N.R.
DATE	MAY 6, 1987
SCALE	1" = 40' - 0"
JOB NO.	86. 113
SHEET	SITE PLAN
SP/A - 1	OF SHEETS

EQUIPMENT SCHEDULE

ITEM NO.	LOCATION	DET.	QTY.	DESCRIPTION	MFGR.
1	DECK EQUIPMENT	1 SPA-5	3	LADDERS - HEAVY DUTY COMMERCIAL STAINLESS STEEL LADDER WITH 0.145" WALL THICKNESS POLISHED TO 320 GRIT FINISH, CROSS BRACE AND THREE CYCLOCAC STEPS.	KDI PARAGON 42202
2		4 SPA-5	2	HANDRAILS - 304 STAINLESS STEEL 1.90" OUTSIDE DIAMETER X .109" WALL THICKNESS WITH DIMENSIONS AS DETAILED AND 320 GRIT FINISH	KDI PARAGON CUSTOM
3	← DETAIL NUMBER ← SHEET NUMBER	2 SPA-5	10	GRABRAIL/HANDRAIL ANCHORS - CAST BRONZE LOCKING WEDGE AND STAINLESS STEEL ESCUTCHEON PLATE.	KDI PARAGON 28102 & 28302
4	← ITEM NUMBER ← SHEET NUMBER	3 SPA-5	1	LIFEGUARD CHAIR - 6' HIGH, WITH 304 STAINLESS STEEL FRAME, BRONZE ANCHORS AND ANCHOR STUB.	KDI PARAGON 20002
5					
6					
7					
8					
9	FILTRATION EQUIPMENT	9 SPA-4	1	FILTER SYSTEM - FULLY AUTOMATED PERMANENT MEDIA HI-RATE SAND FILTER WITH (2) TANKS AND 6" FACE PIPING.	EPD MODEL 201
10		10 SPA-4	1	PUMP - 10 H.P., 3450 RPM, 3Ø, 60 HZ, 208V, BRONZE FITTED, SELF-PRIMING, WITH ATTACHED STRAINER BASKET AND EPOXY COATED WETTED SURFACES. 4" DISCHARGE X 6" SUCTION. 350 GPM @ 80' HEAD.	PUREX CMK-100
11		11 SPA-4	1	FLOW CONTROL VALVE - STAINLESS STEEL BODY WITH ELASTOMETRIC CONTROL MEMBER, AND AUTOMATIC PILOT CONTROL. 6" SIZE.	ROLL SEAL 06-S-S7-L-15 140-RF-350 GPM
12		12 SPA-4	1	FLOWMETER - SELF POWERED WITH ANALOG READOUT, 0-1200 GPM SCALE RANGE FOR 6" PIPE.	SIGNET MK 509
13		13 SPA-4	1	FLWSENSOR - PADDLEWHEEL TYPE WITH 1-50 FT/SEC. RANGE, AND SADDLE FOR 6" PIPE.	SIGNET MK 515
14		14 SPA-4	1	THERMOMETER - STAINLESS STEEL CASE AND STEM, 30°-130° F RANGE, MOUNTED IN 6" POOL RETURN LINE.	LETRO SL-1D
15		5 SPA-5	1	SUMP PUMP - 1/3 HP SUBMERSIBLE WITH MERCURY FLOAT SWITCH, 115 V, 9.0 A, 60 HZ, 1Ø.	HYDROMATIC SM-20A
16					
17					
18					
19	CHEMICAL TREATMENT	1 SPA-6	1	CHLORINE DETECTOR - DETECTS 1 PPM OF CHLORINE WITH INTEGRAL FAN FOR POSITIVE SAMPLING OF AIR. WALL MOUNTED 115 V, 0.4 A.	WALLACE & TIERNAN #50-125
20		8 SPA-5	1	EYEWASH AND SHOWER STATION - 1 1/4" GALVANIZED PIPE WITH 9" FLOOR FLANGE, SELF-CLOSING SHOWER BALL VALVE, 1 1/4" SUPPLY AND WASTE.	HAWS #8300
21		21 SPA-4	1	CHLORINE ALARM HORN - LOW CURRENT, HIGH DECIBEL HORN OR SIREN. 120 V, 0.28A.	EDWARDS SIGNALING DEVICES #5520-N5
22		22 SPA-4	1	CHLORINE STROBE BEACON - HIGH INTENSITY STROBES RED LENS, 80 DOUBLE FLASHES PER MINUTE, WITH FLANGE FOR MOUNTING ON 1" PIPE. 120V, 0.40A.	EDWARDS SIGNALING DEVICES #57R-AY
23		7 SPA-5	1	EXHAUST FAN - 645 CFM @ 1/2" TSP, FRACTIONAL HP MOTOR, 1550 RPM, 115V, 1Ø, 60 HZ, WALL MOUNTED IN-LINE FAN, WITH ACOUSTICALLY INSULATED HOUSING, EISENHEISS COATING, AMCA AND UL RATED.	PENN VENTILATOR CO. #Z11 TDA
24					
25					
26					

NOTE: ALL ITEMS LISTED IN THE EQUIPMENT SCHEDULE ARE NEW UNLESS STATED OTHERWISE. THIS IS A LIST OF MAJOR EQUIPMENT ONLY. ADDITIONAL ITEMS REQUIRED TO COMPLETE THIS WORK SHALL BE PROVIDED BY THE CONTRACTOR.

GENERAL NOTES

FILTRATION

1. FILTER TANK ASSEMBLIES BEAR THE NATIONAL SANITATION SEAL OF APPROVAL FOR A MAXIMUM FLOW RATE OF 20 G.P.M. PER SQ. FT. OF FILTER AREA.
2. FILTER TANKS WITH EXTERNAL AND INTERNAL ACCESSORIES: MANUFACTURER TO PROVIDE GUARANTEES AND WARRANTIES AND SPARE PARTS NECESSARY FOR STANDARD FILTER OPERATION AND MAINTENANCE.
3. FILTER MANUFACTURER TO CERTIFY FILTER MEDIA.
4. POST ON WALL FILTER OPERATING INSTRUCTIONS WITH VALVE OPERATING SEQUENCES CHART. MOUNT IN WATER RESISTANT / WATERTIGHT CONTAINER 48" ABOVE FLOOR NEAR FILTERS. NUMBER VALVES TO CORRESPOND WITH INSTRUCTIONS ON VALVE SEQUENCING PROCEDURE PER SPECIFICATIONS.
5. PROTECT POTABLE WATER CONNECTION TO FILTER AUTOMATIC BACKWASH VALVES WITH A PRESSURE VACUUM BREAKER.

PLUMBING

1. SANDBLAST ALL FERROUS METAL TO WHITE METAL INCLUDING FACE OF FLANGES AND COAT PER SPECIFICATIONS.
2. SUPPORT OVERHEAD AND VERTICAL PIPING PER SPECIFICATION REQUIREMENTS.
3. INSTALL ALL PIPING PER SPECIFICATION REQUIREMENTS.
4. IDENTIFY ALL FILTER ROOM PIPING WITH PAINTING CODE AND ARROWS PER SPECIFICATIONS.
5. ALL BUTTERFLY VALVES UP TO 3" LEVER OPERATED. ALL BUTTERFLY VALVES OVER 3" GEAR OPERATED. USE VALVES RATED FOR 150 P.S.I. AND 200 °F.
6. POOL CIRCULATION PIPING AND ALL PVC FITTING SHALL BE SCHEDULE 80 PVC INJECTION MOLDED AND SOLVENT WELDED.
7. ALL VALVES 1/2" THRU 3" P.S. "TRUE UNION" STYLE SOCKET WITH REPLACEABLE TEFLON SEAT INJECTION MOLDED AND SOLVENT WELDED.
8. COORDINATE THE INTERFACING OF THE EXISTING CITY WATER AND BACKWASH TO WASTE LINES WITH THE CITY OF RIVERSIDE.

PUMPS

1. PROVIDE ALL PUMPS WITH SEPARATE "ON/OFF" SWITCH. INSTALL A MASTER CONTROL SWITCH WITH "ON/OFF" FOR EMERGENCY OPERATION.
2. INTERLOCK FILTER PUMP WITH CHEMICAL METERING PUMP.

CHEMICAL

1. CHEMICAL METERING PUMP FEED LINES SECURE TO WALL AND/OR OVERHEAD WITH CLIPS OR DEVICES THAT DO NOT CRIMP, DISTORT OR ALLOW HIGH AND LOW AREAS IN RUNS. PLACE CHECK VALVE AND SHUT OFF VALVE BEFORE LINES ENTER POOL RETURN PIPING.
2. CONTRACTOR PROVIDE AN EXHAUST FAN AND A LABELED SWITCH OUTSIDE OF CHLORINATION ROOM WHICH WILL TURN ON THE EXHAUST FAN & LIGHT OF CHLORINATION ROOM LABELED "TURN ON BEFORE ENTERING."
3. ALL COMPONENTS OF THE EXISTING AUTOMATED CHEMICAL CONTROL SYSTEM SHALL BE RELOCATED AS REQUIRED AND RECONNECTED TO THE NEW PIPING.
4. CONTRACTOR SHALL VERIFY PROPER OPERATION OF THE AUTOMATED CHEMICAL CONTROL SYSTEM.
5. THE CHEMICAL CONTROL MONITOR BYPASS LINE SHALL SAMPLE WATER AFTER FILTERS & BEFORE ANY CHEMICAL INJECTION AND RETURN TO SUCTION SIDE OF PUMP.

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ARLINGTON POOL

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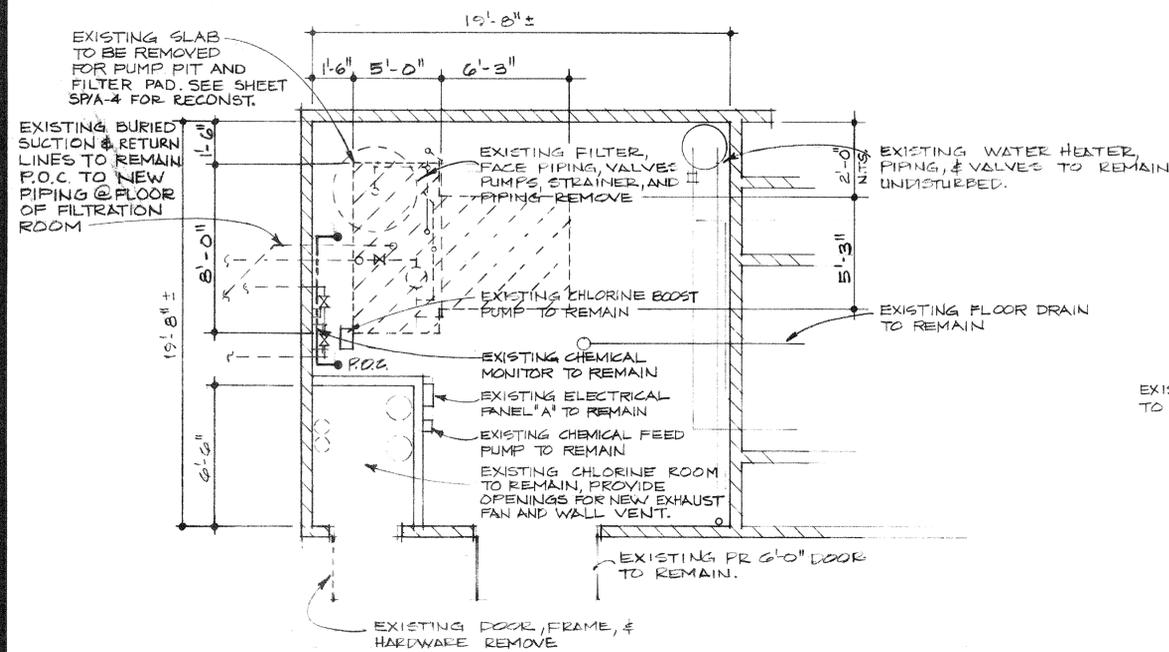
SHEET 3 OF 65

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 A. C. ROQUE
 CHECKED
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 DATE
 MAY 6, 1987
 SCALE
 NONE
 JOB NO.
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SHEET
 EQUIPMENT SCHE.
 &
 GENERAL NOTES

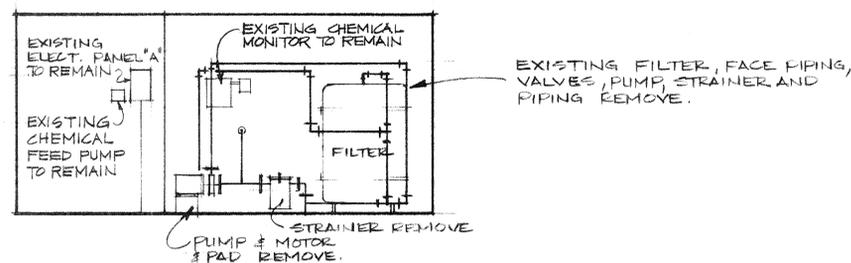
OF SP/A-2 SHEETS

PLAN NO. P-0532



FILTRATION & CHLORINE ROOM PLAN.
SCALE: 1/4" = 1'-0"

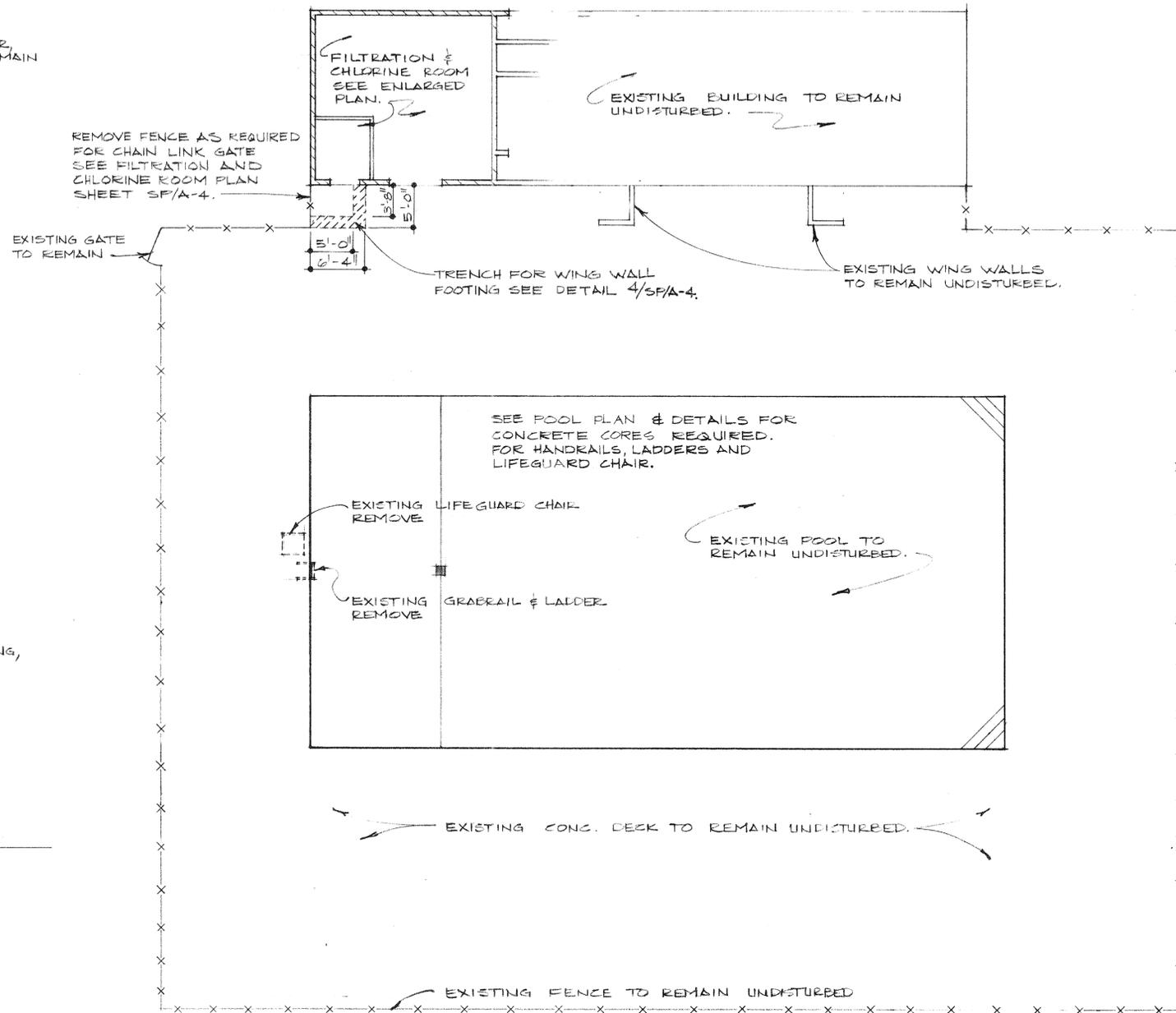
NOTE: SEE SHEET SP/A-4 FOR RECONSTRUCTION



INTERIOR ELEVATION @ FILTRATION ROOM
SCALE: 1/4" = 1'-0"

DEMOLITION NOTES

1. VERIFY EXISTING CONDITIONS AND ACCURACY OF DRAWING DIMENSIONS BEFORE STARTING WORK. REPORT DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS TO EXECUTIVE ENGINEER FOR INSTRUCTIONS BEFORE STARTING WORK.
2. PROTECT EXISTING WORK WHICH IS TO REMAIN IN PLACE OR IS TO BE REUSED PER SPECIFICATION REQUIREMENTS.
3. VERIFY THE INTEGRITY OF ALL WORK TO REMAIN.
4. ADDITIONAL WORK DETERMINED NECESSARY DURING CONSTRUCTION SHALL BE APPROVED BY THE CITY AND EXECUTIVE ENGINEER.
5. ALL BURIED SUCTION AND RETURN PIPING TO THE POOL IS TO REMAIN. CONNECT NEW PVC PIPING AT FLOOR IN FILTRATION ROOM.
6. ALL DECK EQUIPMENT AND MECHANICAL EQUIPMENT REMOVED AND NOT REUSED SHALL REMAIN PROPERTY OF THE CITY AND SHALL BE DELIVERED, BY THE CONTRACTOR, TO THE MULBERRY YARD AT 3880 MULBERRY, RIVERSIDE, CA., AT THE CITY'S OPTION. ANY EQUIPMENT THAT THE CITY ELECTS NOT TO SALVAGE SHALL BE DISPOSED OF OFF SITE IN A LEGAL MANNER BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.



POOL & DECK PLAN
SCALE: 1/8" = 1'-0"

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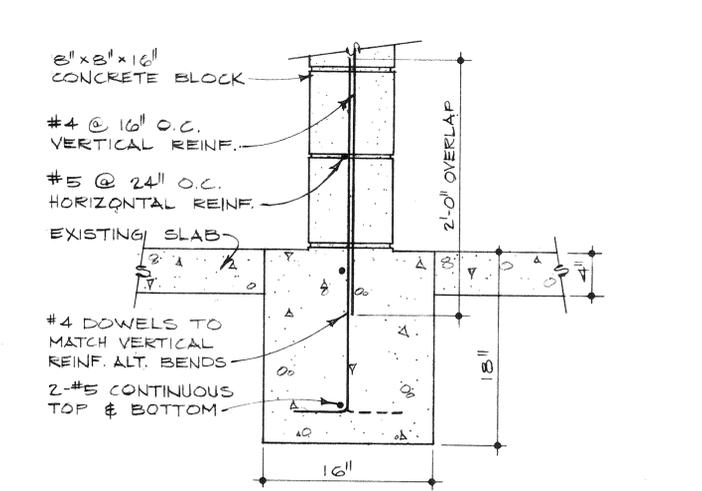
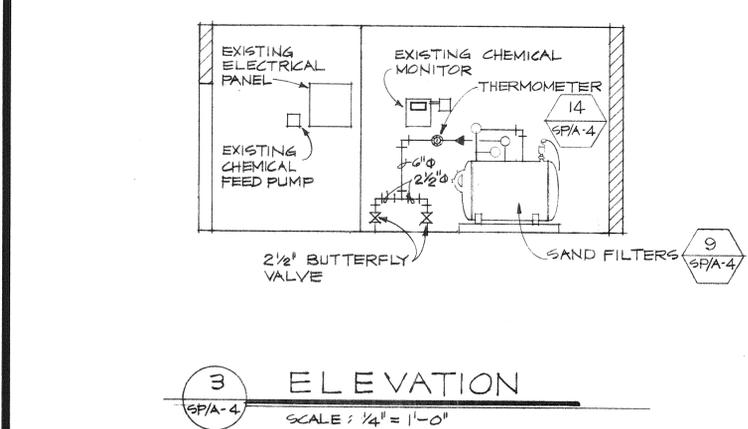
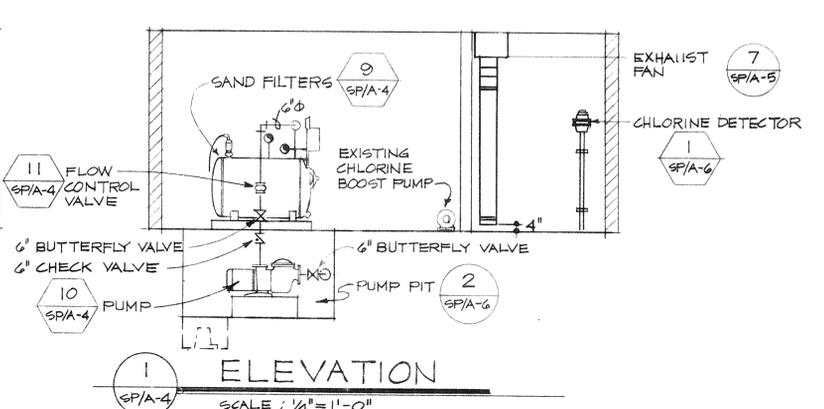
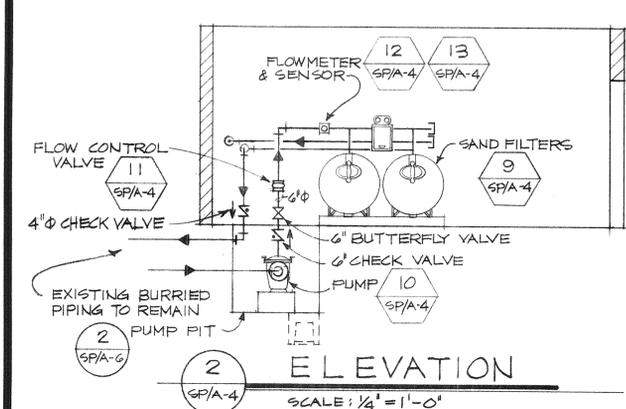
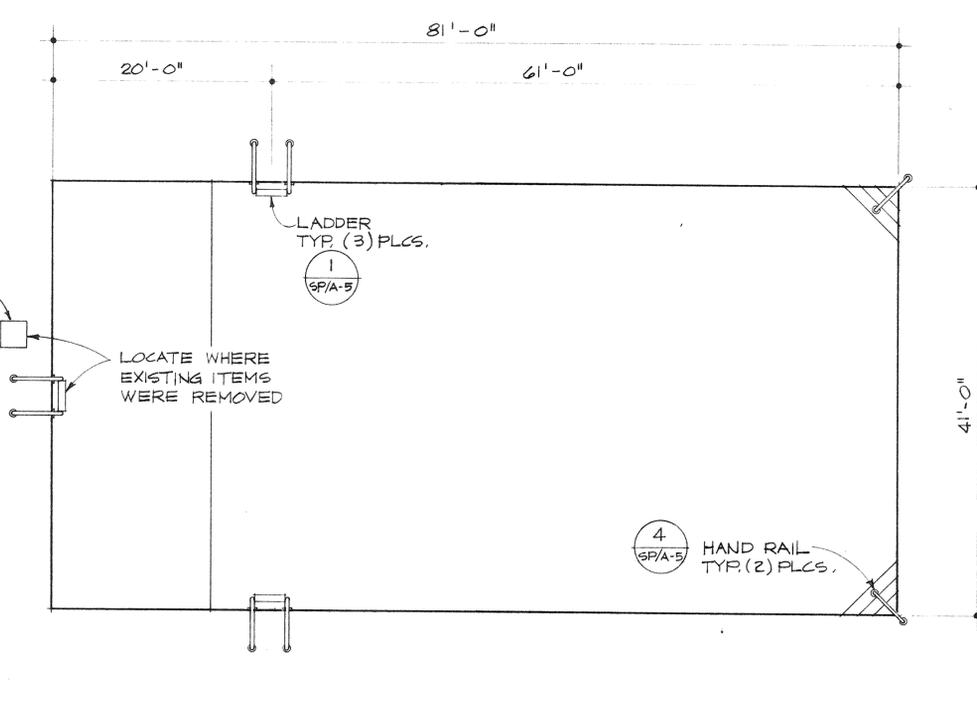
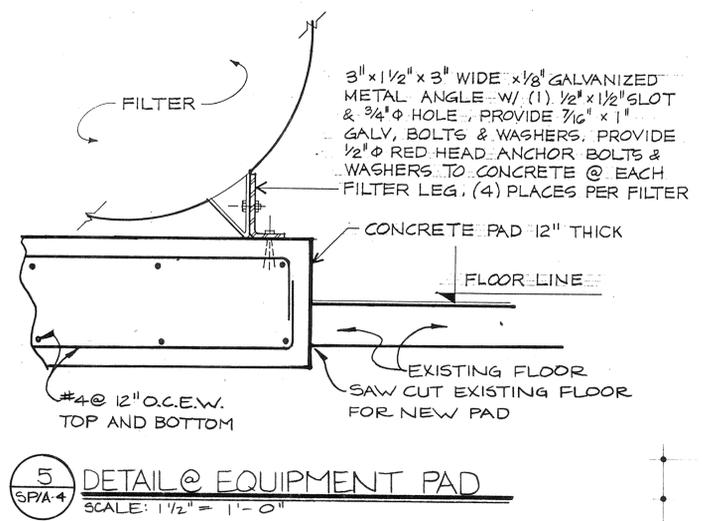
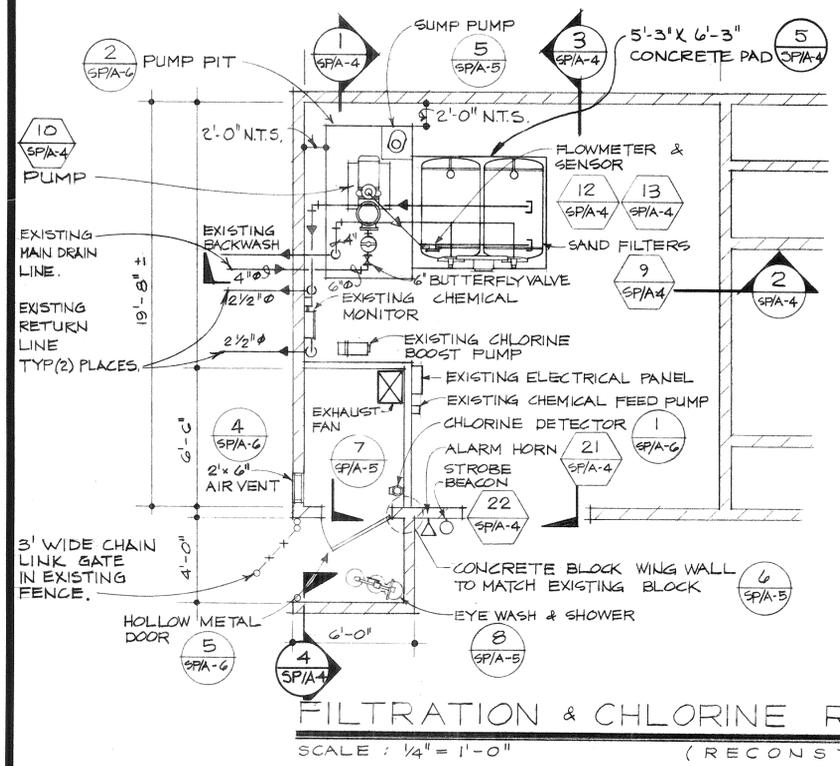
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SHEET 4 OF 65

DRAWN
S.T. GARCIA
CHECKED
WNR
DATE
MAY 6, 1987
SCALE
AS SHOWN
JOB NO.
86.113
SHEET
POOL, FILTRATION & CHLORINE RM
PLAN (DEMO.)
OF SP/A-3 SHEETS



POOL STATISTICS

DIMENSIONS	
OVERALL LENGTH	81'
OVERALL WIDTH	41'
PERIMETER	244'
SURFACE AREA	3,321 SQ FT
DEPTH	1'-0", 8'-0"
VOLUME	16,375 CU FT
TOTAL GALLONS	122,500 GAL
BATHING LOAD	1/20 SQ FT

FILTERS	
FILTER AREA	27 SQ FT
FILTER FLOW RATE	350 GPM
TURNOVER	UNDER 6 HRS
FILTER MEDIA	HI-RATE SAND
BACKWASH RATE	175 GPM
BACKWASH VALVE	AUTOMATIC

PUMP	
FILTER PUMP	350 GPM @ 80' OF HEAD 10 HP

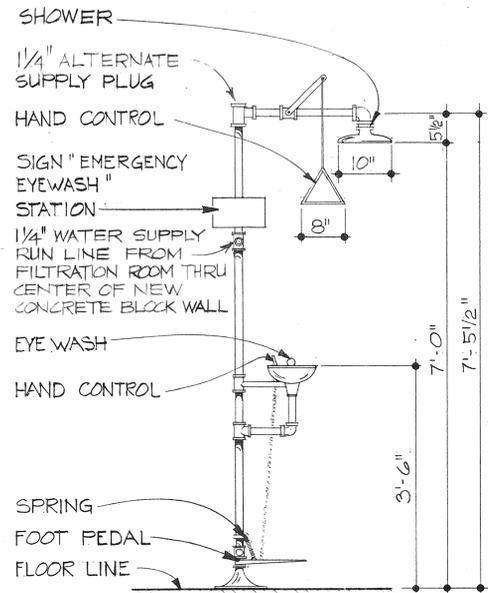
REVISIONS	BY

Rowley International Inc
 Engineering
 Filtration
 Solar
 Hydro
 2025 Palos Verdes Drive West
 Second Floor
 Palos Verdes Estates, California 90274
 (213) 377-6724

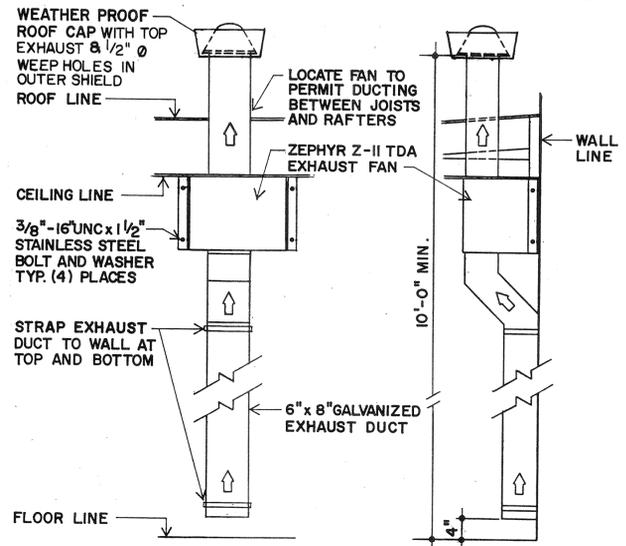
ARLINGTON POOL
 Prepared for
 City of Riverside Park & Recreation Department
 3900 Main Street, Riverside, CA 92522

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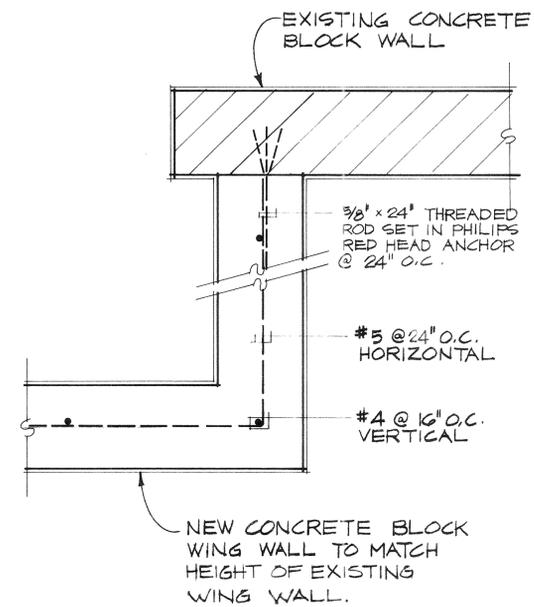
SHEET 5 OF 65
 DRAWN
 A. C. ROQUE
 CHECKED
 WNR
 DATE
 MAY 6, 1987
 SCALE
 AS SHOWN
 JOB NO.
 86-113
POOL, FILTRATION & CHLORINE RM. PLAN
 OF SP/A-4 SHEETS



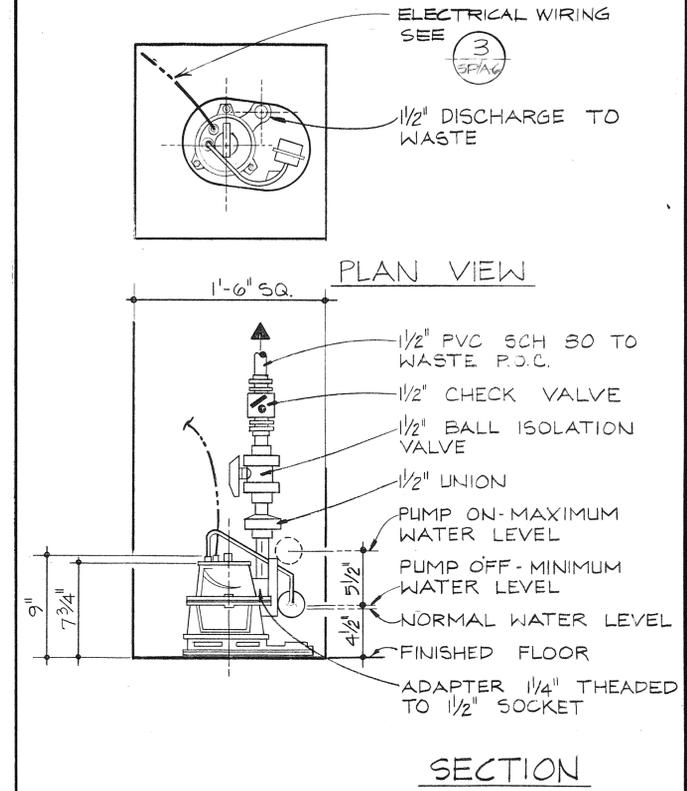
8 DETAIL @ EYE WASH and SHOWER
SCALE: 3/4" = 1'-0"



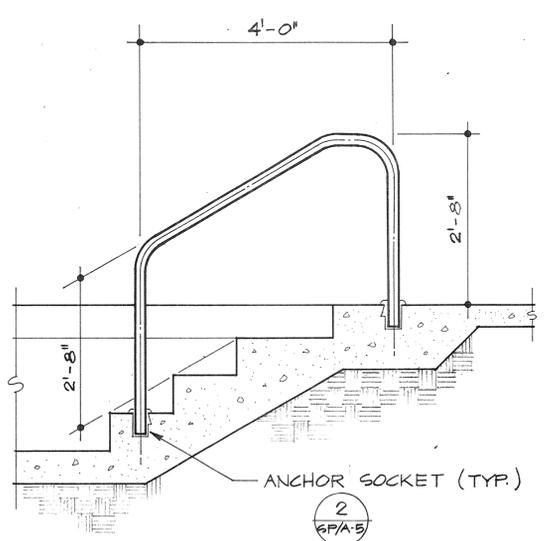
7 DETAIL @ EXHAUST FAN
SCALE: 3/4" = 1'-0"



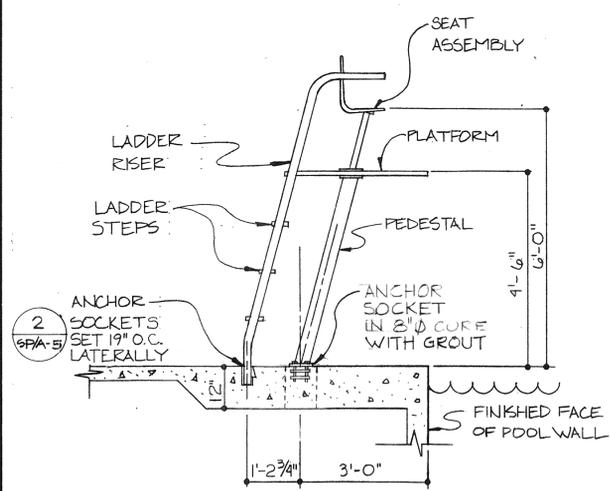
6 DETAIL @ BLOCK WALL
SCALE: 1/2" = 1'-0"



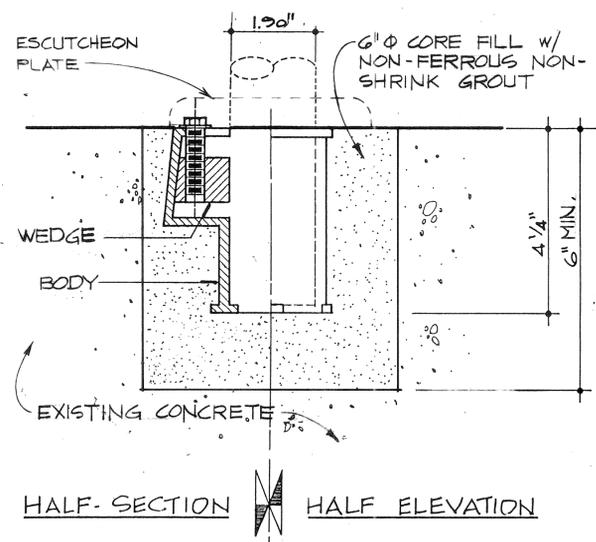
5 DETAIL @ SUMP PUMP
SCALE: NONE



4 DETAIL @ HAND RAIL
SCALE: 3/4" = 1'-0"

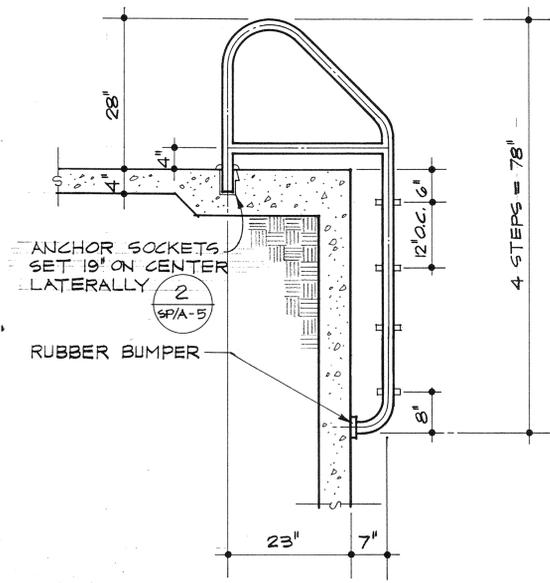


3 DETAIL @ FIXED LIFEGUARD CHAIR
SCALE: 1/2" = 1'-0"



NOTE:
SOCKET MUST BE BONDED TO EXISTING REBAR, CHIP TO EXPOSE REBAR AS REQUIRED FOR BONDING CLAMP, LEAVE EXPOSED EDGE OF CORE SMOOTH AND UNBROKEN.

2 DETAIL @ ANCHOR SOCKET
SCALE: HALF FULL SIZE



1 DETAIL @ LADDER
SCALE: 3/4" = 1'-0"

REVISIONS	BY

Rowley International Inc
Engineering
Filtration
Solar
Hydro
2325 Palms Verdes Drive West
Second Floor
Palms Verdes Estates, California 90274
(213) 377-6724

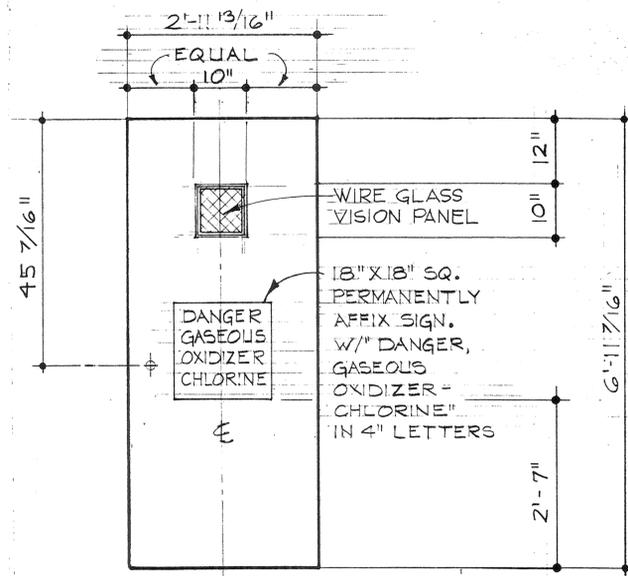
ARLINGTON POOL
Prepared for
City of Riverside Park & Recreation Department
3900 Main Street, Riverside, CA 92522

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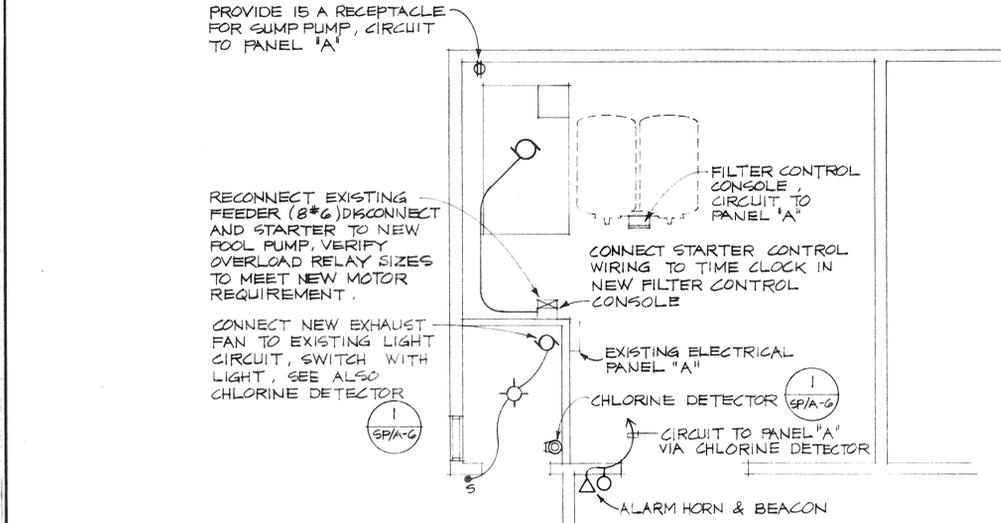
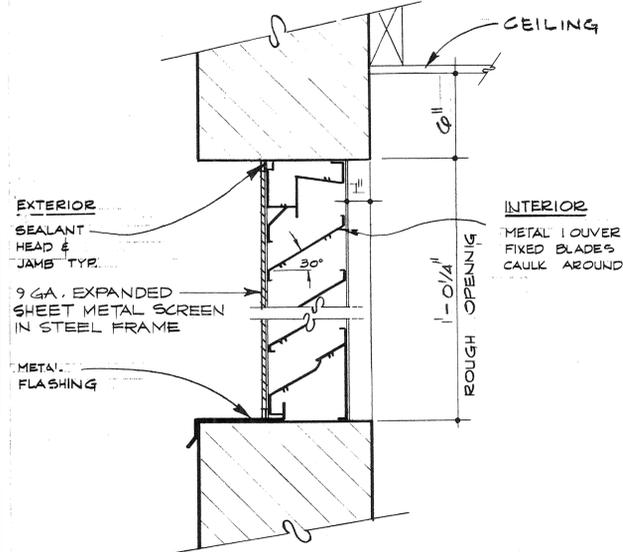
SHEET 6 OF 65

DRAWN	A. C. ROQUE
CHECKED	W. N. R.
DATE	MAY 6, 1987
SCALE	AS SHOWN
JOB NO.	86.113
SHEET	DETAILS
SP/A-5	OF SHEETS

PLAN NO. P-0532



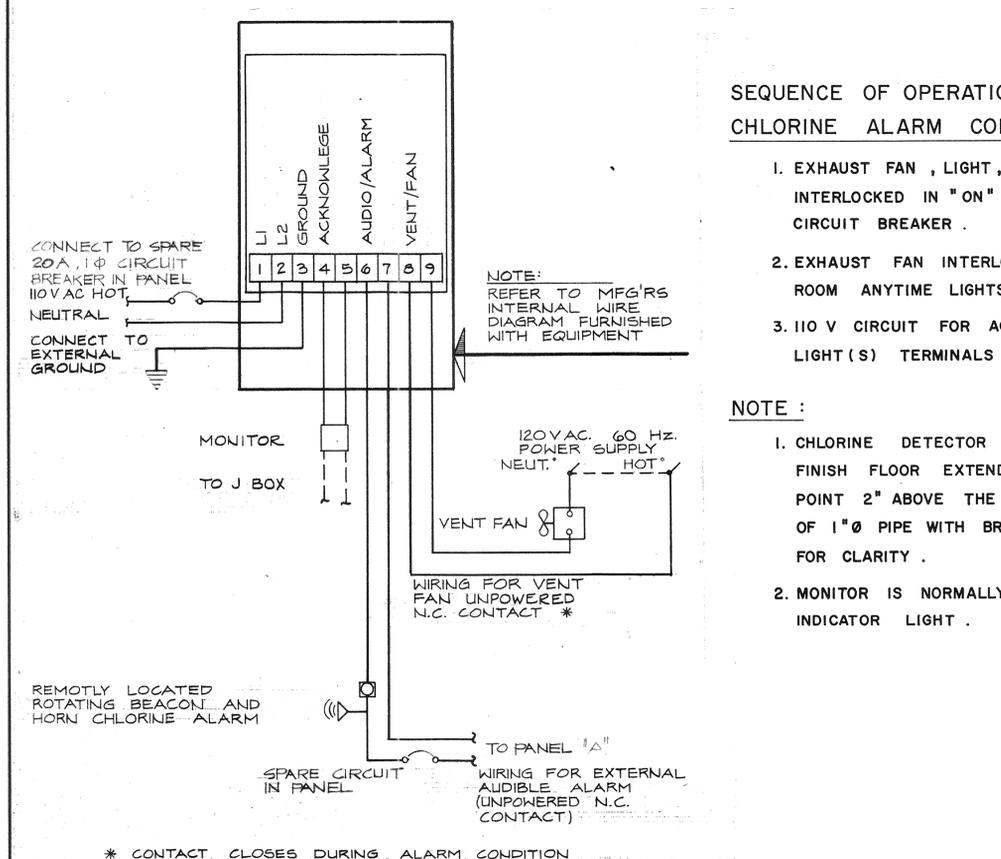
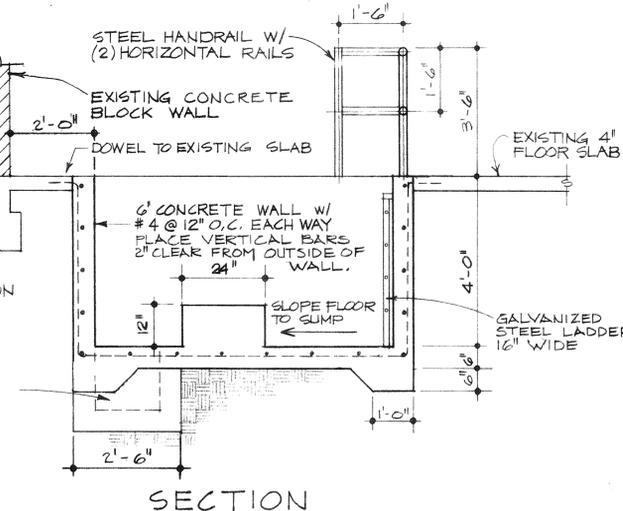
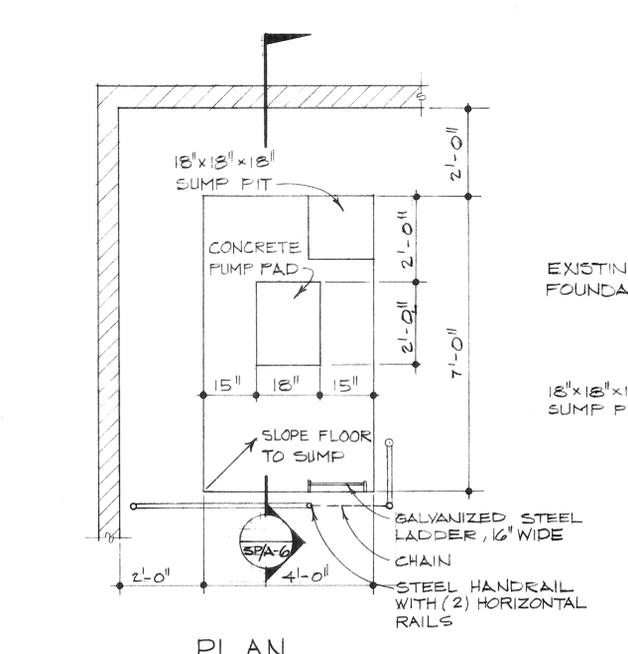
PROVIDE FRAME AND HARDWARE FOR DOOR COMPLETE.



5 DETAIL @ HOLLOW METAL DOOR
SCALE: 3/4" = 1'-0"

4 DETAIL @ AIR VENT
SCALE: 3" = 1'-0"

3 ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"



SEQUENCE OF OPERATIONS
CHLORINE ALARM CONDITION

1. EXHAUST FAN, LIGHT, HORN AND BEACON LIGHT ARE INTERLOCKED IN "ON" POSITION TURN "OFF" WITH CIRCUIT BREAKER.
2. EXHAUST FAN INTERLOCKED WITH LIGHTS IN CHLORINE ROOM ANYTIME LIGHTS COME ON.
3. 110 V CIRCUIT FOR ACCESSORY ITEMS (HORN, BEACON, LIGHT(S)) TERMINALS 6 & 9 ACT AS SWITCHES ONLY.

NOTE:

1. CHLORINE DETECTOR WALL MOUNTED AT 5'-0" ABOVE FINISH FLOOR EXTEND 1" Ø SK 80 P.V.C. PIPE TO A POINT 2" ABOVE THE FINISH FLOOR. SUPPORT BOTTOM OF 1" Ø PIPE WITH BRACKET TO WALL PIPE NOT SHOWN FOR CLARITY.
2. MONITOR IS NORMALLY OPEN PUSH BUTTON WITH INDICATOR LIGHT.

2 DETAIL @ PUMP PIT
SCALE: 1/2" = 1'-0"

1 DETAIL @ CHLORINE DETECTOR
SCALE: NONE

REVISIONS	BY

Rowley International Inc
Engineering
2325 Palos Verdes Drive West
Second Floor
Palos Verdes Estates, California 90274
(213) 377-6724

ARLINGTON POOL
Prepared for
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SHEET 7 OF 65

DRAWN	A. C. ROQUE
CHECKED	W. N. R.
DATE	MAY 6, 1987
SCALE	AS SHOWN
JOB NO.	86.113
SHEET	
DETAILS	
SP/A-6	

Bid 7434

Contractor

Date

BID ADJUSTMENT SHEET

Please use the space provided to specify any changes to line item pricing or subcontractor pricing. Be sure to show the new bid total after the adjustment(s).

The Purchasing Division will apply any adjustments shown below to the prices listed in your submitted bid package and evaluate all other bids prior to posting results.

Pricing updated on this sheet shall be considered final.

NOTE: PLEASE BE SURE CLEARLY PRINT ALL INFORMATION

Adjustment to Bid	Adjusted Price
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
	Adjusted Bid Total
	\$ _____

Authorized Signature/Title:

Bid 7434

Contractor

Date

SUBCONTRACTOR INFORMATION SHEET

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.), the following subcontractors are listed:

SUBCONTRACTORS NAME
AND BUSINESS ADDRESS

WORK TO BE SUBCONTRACTED, LICENSE NUMBER,
DIR REGISTRATION (if applicable)
SUBCONTRACTED AMOUNT

Name: _____
Address: _____

License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Name: _____
Address: _____

License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Name: _____
Address: _____

License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Name: _____
Address: _____

License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____

Name: _____
Address: _____

License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Name: _____
Address: _____

License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

PROPOSAL FOR ARLINGTON POOL REPAIR (A HUD CDBG FUNDED PROJECT)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF RIVERSIDE:

In compliance with the Notice Inviting Bids, posted by your Purchasing Services Manager, Bidder hereby proposes to furnish all materials, equipment, labor and methods and do all things necessary for the proper construction and completion of the work in strict and complete accord with the specifications at the prices set forth in the attached bid schedule. This proposal shall remain good and shall not be withdrawn for **ninety (90)** days after the date the proposals are opened by the Purchasing Services Manager.

Bidder hereby declares that Bidder has examined the specifications and understands that all items to be furnished shall be for the bid price, and that Bidder has also checked all figures shown and understands that neither the City of Riverside nor any officer thereof will be responsible for any errors or omissions in submitting this proposal.

Bidder understands that the City Council reserves the rights to reject any and all proposals, to waive any irregularities in bidding or to award the Contract to other than the lowest bidder.

Bidder understands that it must deliver to the Purchasing Services Manager, a cashier's or certified check made payable to the City of Riverside, or a bidder's bond executed by a corporate surety admitted to engage in such business in the State of California, with an A:7 rating, for an amount equal to at least ten percent of the amount of its proposal. No proposal shall be considered unless such proposal guaranty is received by the proposal submission deadline. Proposals submitted without a proposal guarantee shall be declared non-responsive and will not be further considered. The bidder shall have sole responsibility for the timely delivery of its proposal guarantee.

Bidder hereby agrees that if Bidder is awarded the Contract, Bidder will sign the Contract Agreement in duplicate counterparts and return the counterparts, together with completed Contract surety bonds and insurance confirmations, within ten (10) calendar days from the date the City mails, or by other means delivers, the Contract Documents to Bidder. Bidder acknowledges that the proposal guaranty is subject to forfeiture for failure to submit these Contract Documents in completed form within the above-required time limit.

Bidder hereby agrees that if Bidder is awarded the Contract, Bidder will commence work under the Contract on the date specified in the written "Notice to Proceed" to be issued by the City and will complete the project within **sixty (60) calendar days** thereafter as required by the Specifications.

Bidder hereby agrees to pay as liquidated damages the sum of \$100.00 for each calendar day thereafter during which the project remains incomplete.

Bidder hereby agrees to pay as liquidated damages the sum of \$100.00 per incident that the Contractor fails to install the Best Management Practices (BMP's) within 24 hours of notification as described in Section 7-8.6.7 of the Special Provisions. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

BIDDER INFORMATION:

DATE: _____

STATE CONTRACTOR'S LIC. NO. _____

CLASS OF LICENSE: _____

EXPIRATION DATE: _____

Name on license must agree with company name shown at right.

DIR Registration Number: _____

CITY BUSINESS TAX REGISTRATION (if available)

BIDDER'S NAME, ADDRESS & PHONE

TELEPHONE: _____
(Area Code)

IS BIDDER A CERTIFIED DBE: Y N
(Circle One)

Bidder hereby certifies that Bidder is currently the holder of a valid license as a Contractor in the State of California, and that the license covers the proposed work. When the appropriateness of a particular license is in question, Bidder understands that the determination of the State of California, Department of Consumer Affairs, Contractors State License Board shall govern. These terms and conditions shall also apply to any subcontractors listed by Bidder.

- Bidder is: (check one)
- An Individual Owner _____
 - A Joint Venture _____
 - A Partnership _____
 - A Corporation _____

The Bidder shall be required to provide a signed copy of the following documents to the Purchasing Department prior to bid opening:

- Bid Proposal documents and any other documents required
- Original Bid Bond (Notarized) or if (Bid Security is in the form of a "Cashier's check" or "Certified check" must be delivered to the Purchasing Manager before bid due date and time).
- Non-Collusion Declaration
- Contractor Customer Service Standards Acknowledgment
- Any other documents called out in the specifications

Any Bidder who fails to acknowledge all addenda will be declared non-responsive and their bid will not be considered.

**Acknowledge any addenda received here:

**NON-COLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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 therefor, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury of the laws of the State of California that the above information is true and correct and that this declaration is executed on _____ (date) at _____(city), _____(state).

Contractor: _____

By: _____
(Signature)

Title: _____

CERTIFICATE
(if Corporation)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I HEREBY CERTIFY that during a meeting of the Board of Directors of the _____
_____ a corporation existing under the laws of the State of _____
_____, held on _____, 20____, the
following resolution was duly passed and adopted:

"RESOLVED, that _____, as
_____ of the Corporation, be and is hereby
authorized to execute the Bid dated _____, 20____, to the City of
Riverside for _____ for this corporation and that his
execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this _____, day of _____, 20____.

Secretary

(SEAL)

CERTIFICATE
(if Joint Venture)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I HEREBY CERTIFY that during a meeting of the Principals of the _____
_____ a joint venture
existing under the laws of the State of _____, held on _____, 20____,
the following resolution was duly passed and adopted:

"RESOLVED, that _____, as
_____ of the Joint Venture, be and is hereby
authorized to execute the Bid dated _____, 20____, to the City of Riverside for
_____ for this joint venture and that his
execution thereof shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20____.

Managing Partner

CERTIFICATE
(if Partnership)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I HEREBY CERTIFY that during a meeting of the Partners of the _____
_____ a Partnership
existing under the laws of the State of _____, held on _____,
20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as
_____ of the Partnership, be and is hereby
authorized to execute the Bid dated _____, 20____, to the City of Riverside for
_____ for this Partnership and that his execution
thereof shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____
_____, day of _____, 20____.

Partner

**CITY OF RIVERSIDE
CONTRACTOR CUSTOMER SERVICE STANDARDS
ACKNOWLEDGMENT**

Customer Service is important to the City of Riverside and has resulted in the adoption of our motto and mission statement:

**"People Serving People"
The City of Riverside will provide high quality
Municipal services in a responsive and cost-effective manner.**

The City and its Contractors shall at all times strive to represent the City in a professional, courteous, friendly, efficient, and cost-effective manner. The following customer service standards shall be enforced by Contractors:

1. Abide by the City's mission statement and customer standards as noted herein.
2. Furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the director / designee, all work required under the contract.
3. Have competent working supervisors on the job at all times work is being performed who are capable of communicating and discussing effectively, both in written and oral English, matters pertaining to the contract.
4. Remove from the work site any employees deemed careless, incompetent, or who generate multiple customer service complaints.
5. Have supervisors carry identification which clearly indicates to the public the name of the Contractor responsible for the project.
6. Have Contractor's vehicles assigned to the project clearly identified.
7. As applicable, with department's approval, issue a notice in business and residential areas in advance of project commencement stating work project, general time frame, company name, telephone number, job site contact person, City contact person and telephone number.
8. Endeavor to maintain good public relations at all times. Conduct work in a proper and efficient manner to create the least possible inconvenience to the general public.

Bidder shall submit a signed hard copy of this form to the Purchasing Division prior to bid opening.

Company Name: _____

Authorized Representative (Please Print): _____

Signature: _____ Date: _____

AGREEMENT FOR
PROJECT TITLE BID NO. _____
NAME OF PROJECT
(A CDGB Funds Funded Project)
NAME OF ENTITY

On this ____ day of _____, 20____, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and NAME AND ADDRESS OF ENTITY, State Contractor's License No. _____ ("Contractor"), mutually agree as follows:

1. **Scope of Work.** Contractor shall furnish all labor, equipment and materials for, and perform the work of 20____-20____ CDBG PROJECT NAME which is covered in Contractor's Bid Proposal (the "Work"), Contractor shall perform the Work in accordance with the provisions and requirements of the following Contract Documents: Notice Inviting Bids (Bid No. _____); City's Public Works Department Special Provisions, Addenda, Standard Drawings, Proposal Forms, and Plan Nos. _____; the 2012 Edition of the Standard Specifications for Public Works Construction ("Standard Specifications") written by Public Works Standards, Inc.; specifically identified sections of the State of California Department of Transportation 2006 Standard Specifications and Standard Plans, Contractor's Proposal and Bid Schedule; Non-Collusion Declaration; this Agreement; and all documents, maps, texts and items referred to in the foregoing documents. These Contract Documents are incorporated herein by reference and are intended to be correlative and constitute Contractor's performance obligations. The provisions of the Public Works Department Special Provisions ("Special Provisions") shall take precedence over any conflicting provisions in the Standard Specifications and the specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms or conditions included in any of the Contract Documents and shall be controlling in questions of interpretation.

2. **Compensation.** City shall pay Contractor the Contract Price of _____ Dollars (\$ _____), which includes all California sales or use tax and County and City taxes, for the performance of all of the Work according to the terms and conditions contained or referred to herein, the completion of the improvements in strict conformity with the provisions hereof and the guarantee of the Work and improvements for the periods set forth in the Project Specifications. Monthly progress payments shall be made in accordance with Section 9-3.2 of the Standard Specifications, as modified by Section 9-3.5 of the Project Specifications.

3. **Securities.** In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any moneys withheld by City to ensure performance of the Contract Work. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with City or with a California or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by Contractor and City.

4. **Notice of Completion.** _____ (_____) days thereafter, City will process a final

payment to Contractor for the amounts City deducted and retained from its progress payments, except such sums thereof which are required by law or authorized by this Agreement to be further retained.

5. **Business License.** As a condition of this Agreement, Contractor and all subcontractors shall secure business licenses to operate in the City of Riverside, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under this Agreement. Written notice to Contractor of such withholding and offset shall promptly be given by City. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Extra Materials.** Contractor shall not be compensated for any extra materials used or time expended, over and above the Contract Price, unless prior written approval for the same has been granted by City.

8. **Notice to Proceed.** In accordance with the time allowed per the various Bid Schedules Items, Contractor shall complete all of the Work of the Contract within _____ (____) calendar days after the date specified to Contractor in the Notice to Proceed issued by City, and shall guarantee the various portions of the Work and material for the periods set forth in the Special Provisions.

9. **Liquidated Damages.** Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with Section 6-6 of the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of _____ (\$_____.00). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

10. **Bonds.** Prior to City's execution of this Agreement, Contractor shall furnish City completed forms of the two (2) surety bonds included within the Project Specifications, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by a corporate surety which is authorized to transact surety insurance business in the State of California with a policy holder's Rating of A or higher and a Financial Class of VII or larger. Should any bond

or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under this Agreement until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement, acknowledges that bonds are not Contract Documents, but are separate and independent obligations.

11. **Worker's Compensation Insurance.** By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code section 1861 by signing and filing the workers' compensation certification with the City Attorney.

Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance for self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

Contractor's Workers' Compensation carrier shall be authorized to transact insurance business in the State of California with a policy holder's Rating of A or higher and a Financial Class of VII or larger.

12. **Indemnification.** Except as to the sole negligence, active negligence or willful misconduct of City, Contractor shall defend, indemnify and hold the City, City's officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of or is in any way connected with the performance of Work under this Agreement by Contractor or any of Contractor's employees, subcontractors or agents, and from all claims by Contractor's employees, subcontractors or agents for compensation for services rendered to Contractor in the performance of the Contract, notwithstanding that City may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or any of Contractor's employees, subcontractors or agents.

The parties expressly agree that any payment, attorney fee, cost or expense City incurs or makes to or on behalf of an injured employee under City's self-administered workers' compensation program is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Contract.

13. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (1) the work, activities, operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or (2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such

claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the Parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

14. Commercial General, Automobile Liability Insurance and Builder's Risk Insurance. Prior to City's execution of this Agreement, Contractor shall secure, and shall thereafter maintain until completion of the Contract, such commercial general and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's Rating of A or higher and a Financial Class of VII or larger.

Contractor's policy for commercial general liability shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate.

Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per-occurrence limit, unless otherwise approved by the City's Risk Manager, or his designee.

Builders Risk Insurance. Shall be written in the amount of the initial Contract Price, plus the value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Work at the Site on a replacement cost basis (including code upgrades) without optional deductibles or coinsurance provisions. The policy shall include coverage for fire, theft, extended coverage, vandalism and malicious mischief. If the property insurance requires deductibles/self-insured retention, the Contractor shall pay such deductibles. The amount of such deductibles shall not exceed \$25,000.00.

Policies or original certificates of insurance and completed forms of the Additional Insured Endorsement included within the Special Provisions (or insurance company equivalent acceptable to City) evidencing the coverage required by this Agreement for both commercial general and automobile liability, which coverage is more particularly set forth in Section 7-3 of the Special Provisions, shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of commercial general liability insurance, but shall also include the following provisions:

“Solely with respect to work done by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers and employees are added as additional insureds under this policy.”

The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail.

The insurance policy or policies shall also comply with the following provisions:

(A) Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors’ protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.

(B) The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers, agents and directors for work performed under this Contract.

(C) If policies are written on a claim made basis, the certificate should so specify and the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be limited.

(D) The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.

15. **Prevailing Wage.** Contractor and all subcontractors are required to pay the higher of federally established prevailing wage rates or California general prevailing wage rates of per diem wages and overtime and holiday wages as determined by the U.S. Department of Labor in General Wage Decision No. **CA 100036 (9/30/2011 C36)** as modified, or by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. A copy of the above stated federal General Wage Decision is attached hereto as Exhibit “A” and made a part hereof. The Director’s determination of prevailing rates is on file and open to inspection in the office of the City Clerk and is referred to and made a part hereof; the wage rates ascertained, determined and specified in both of those documents are referred to and made a part hereof as though fully set forth herein.

16. **Certified Payroll(s).** Contractor and all subcontractors are required to submit weekly certified payrolls on U.S. Department of Labor Form WH-347, including the Statement of Compliance, to document compliance with prevailing wage requirements. A copy of Department of Labor Form WH-347 is attached hereto as Exhibit “B” and incorporated herein by reference.

If Contractor fails to submit satisfactory payroll records, City shall retain an amount equal to ten percent (10%) of the estimated value of the work performed (excluding Mobilization) from Contractor's payment. This retention shall not exceed \$10,000 nor be less than \$1,000. Retention for failure to submit satisfactory payroll records shall be in addition to all other retentions provided for under this Agreement. The retention for failure to submit satisfactory payroll records for any work period will not be released for payment until all the unsatisfactory payroll records for which the retention was made are corrected, re-submitted and deemed acceptable by the City. Payment of the retention will be made on the next monthly payment due the Contractor following City's receipt of satisfactory payroll records.

17. **Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. In addition, Contractor is aware of and stipulates that Contractor will comply with the Federal Labor Standards Provisions published by the U.S. Department of Housing and Urban Development attached hereto as Exhibit "C" and incorporated herein by reference.

Contractor further stipulates that Contractor will comply with the following sections of the California Labor Code:

- (A) Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- (B) Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- (C) Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- (D) Section 1810 providing that eight hours of labor shall be a day's work; and
- (E) Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
- (F) Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>

18. Contractor shall be responsible for posting the wage decision and Department of Labor "Notice to Employee" at the job site in a location that is easily accessible to all workers employed at the project and where the wage decision and notice will not be destroyed by inclement weather. A copy of the Department of Labor "Notice to Employees" is attached hereto as Exhibit "D" and incorporated by reference.

19. Contractor shall erect a sign at the job site in conformance with the detail and specifications entitled "Construction Site Sign for HUD Funded Projects" attached hereto as Exhibit "E" and incorporated by reference.

20. Contractor shall maintain all books, documents, papers and records of Contractor's operations and financial activities directly pertinent to this Agreement in accordance with the requirements of the Federal granting agency and the regulations promulgated by or for it. Such books, documents, papers and records shall be open to inspection, audit, examination, excerpt and transcription by the authorized representatives of City, the Federal granting agency and the Controller General of the United States during regular working hours. Contractor shall keep and maintain said books, documents, papers and records for at least three years after City makes final payments pursuant to this Agreement and all other pending matters are closed or such greater period of time as may be required by the Federal granting agency.

21. Contractor and its subcontractors shall comply with the Special Equal Opportunity Provisions, attached hereto as Exhibit "F" and incorporated herein by reference and implementing Executive Order 11246, as amended, Certification of Non-segregated Facilities, civil rights Act of 1974, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act, as amended, Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.

22. Contractor shall comply with the Special Conditions Pertaining to Hazards Safety Standards and Accident Prevention, regarding lead based paint hazards, use of explosives, and danger signals and safety devices, attached hereto as Exhibit "G" and incorporated herein by reference.

23. Contractor shall comply with the Project Area Trainees, Employees and Businesses requirements of the Housing and Urban Development Act of 1968, as amended, attached hereto as Exhibit "H" and incorporated by reference.

24. Contractor shall comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 which requires information on Federal awards be made available to the public via a single, searchable website, which is www.USASpending.gov. Contractor and all subcontractors shall complete and submit the required information for contracts greater than \$25K per requirements attached hereto as Exhibit "I" and incorporated by reference.

25. **Non-Discrimination.** Except as provided in Section 12940 of the California Government Code, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity or gender expression in the performance of the Contract or in the selection and retention of labor forces or the procurement of materials and equipment connected with the performance of any work under the Contract. Contractor shall also comply with the Americans with Disabilities Act.

26. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
Public Works Director
3900 Main Street
Riverside, California 92522

Contractor

Name
Address
City, State, Zip

27. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county

28. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

29. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

30. **Independent Contractor.** Contractor shall at all times during its performance of the Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Contractor or its employees and agents.

31. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Contract shall continue in full force and effect.

32. **Entire Agreement.** This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are not representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

NAME
Entity

By _____
City Manager

By _____
(Signature)

Name and Title

Attest _____
City Clerk

By _____
(Signature)

Name and Title

APPROVED AS TO FORM:

By _____
Deputy City Attorney

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

NAME OF ENTITY

By _____

Printed Name:

Title:

Exhibit "A"
General Wage Description

Exhibit "B"
Department of Labor Form WH-347

Exhibit "C"
Federal Labor Standards Provisions

Exhibit "D"
Notice to Employees

Exhibit "E"
Construction Site Sign for HUD Funded Projects

Exhibit "F"
Special Equal Opportunity Provisions

Exhibit "G"
Special Conditions Pertaining to Hazards Safety Standards and Accident Prevention

Exhibit "H"
Project Area Trainees, Employees and Business Requirements

Exhibit "I"
Federal Funding Accountability Transparency Act (FFATA)

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA or “Transparency Act”) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act’s section 2(b)(1) requires the City to provide the following information about each sub-award(s) greater than \$25,000:

- Name of the entity receiving the award;
- Amount of the award;
- NAICS code for contracts / CFDA program number for grants;
- Information on the award including purpose of the funding action;
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier (DUNS #) of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity:

In the preceding fiscal year, received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, _____ (print name), hereby agree that:

I read and understand the information provided above.

I acknowledge and agree that:
(Please check one of the following)

_____ (agency name) does not meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

_____ (agency name) does meet the above threshold* requiring

names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST complete the section below identifying the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

	Names of Executive	Total Compensation
1.		
2.		
3.		
4.		
5.		

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

CORPORATE CERTIFICATE
(If a Corporation)

STATE OF)
)
COUNTY OF) SS:

I _____ HEREBY CERTIFY as follows:

1. That I am the Corporate Secretary for _____, a corporation duly organized, existing and in good standing under the laws of the State of _____;
2. That on _____, a meeting was held by the Board of Directors for _____ corporation wherein the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of corporation, be and is hereby authorized to execute the foregoing document entitled _____ on behalf of the Corporation, and that his/her execution thereof shall be the official act and deed of this Corporation.” (A true and correct copy of said Resolution is attached hereto and incorporated herein by reference.)

I further certify that said Resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

By: _____

Printed Name: _____

Secretary for: _____

(Corporate Seal)

EXHIBIT C

CDBG ATTACHMENTS

- **C-1: SPECIAL EQUAL OPPORTUNITY PROVISIONS**
- **C-2: FEDERAL LABOR STANDARDS PROVISIONS**
- **C-3: SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION**
- **C-4: SAMPLE - SITE SIGN FOR HUD CDBG FUNDED PROJECTS**
- **C-5: PROJECT AREA TRAINEES, EMPLOYEES AND BUSINESSES**
- **C-6: NOTICE TO ALL EMPLOYEES REGARDING WAGE RATES (NOTICES IN SPANISH AND ENGLISH)**
- **C-7: DOL PAYROLL AND CERTIFICATION – FORM WH-347 (1 page, front and back; or 2 pages, one sided)**
- **C-8: FEDERAL (DAVIS BACON) WAGE DECISION**

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts of \$10,000 and under)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment 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.
2. The Contractor shall post in conspicuous places, available to employees and applicants for Employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

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

- a. 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 place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. 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 without regard to race, color, religion, sex, or national origin.
- c. 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 to the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- f. 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 cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized 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.
- g. The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless excepted 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 Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice or Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts, subcontracts exceeding \$10,000)

- a. The Offertory's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation (See Vol. 45, No. 194, Federal Register, pages 65976-65991, 10/3/80)

Goals for female participation (6.9%, See Vol. 45, No. 251, Federal Register, pages 85750-85751, 12/3/80)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.d (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
 - d. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is (insert description of the geographical areas where the contract is to be performed, giving the State, County, and City, if any).
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- a. As used in these specifications:
 - (1) “Covered area” means the geographical area described in the solicitation from which this contract resulted;

“Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (2) “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (3) “Minority” includes:
 - (4)
 - (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); and

- (iv) American Indian or Alaskan native (all persons having Origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identifications).
 - b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
4. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations of all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades, which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees, The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 5. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 6. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

7. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
8. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee program relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meeting, 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 school with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignment 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 nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplier, 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.
9. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and 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 shall not be a defense for the Contractor's noncompliance.

10. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
11. The Contractor shall not use the goals and timetables or affirmative actions standards to discriminate against any person because of race, color, religion, sex, or national origin.
12. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
13. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement Specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
15. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where 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 location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
16. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-segregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, Offertory, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, Offertory, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or are in fact segregated on the basis of race, color, religion, or otherwise (parking lots, drinking fountains, recreation or entertainment areas). He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1974

Under Title VI of the Civil Rights Act of 1974, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this contract is on a project assisted under the State CDBG program which provides Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

G. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

H. Section 504 Handicapped (if \$2,500 or over) Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals

Without discrimination based upon their physical or mental handicap in all employment practices such as the following: layoff or termination, rates of pay or other forms of, compensation and selection for training, including apprenticeship.

2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1f. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to all HUD Lead-Based Paint regulations including The Lead-Based Paint Poisoning Prevention Act of 1971, The Residential Lead-Based paint Hazard Reduction Act of 1992, and 24 CFR Part 35 "Requirements for Notification, Evaluation and Reduction of Lead-Based paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance", effective September 15, 2000. In particular, but not limited to, the Consultant shall comply with the provisions for the notifications, evaluations, reductions, and abatement of lead-base hazards under Subpart J of said regulation pertaining to rehabilitation.

B. Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Consultant shall observe all local, state and Federal laws in purchasing and handling explosives. The Consultant shall take all necessary precaution to protect completed work neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable, timber, steel or rope mats.

The Consultant shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any reduce the responsibility of the Consultant or his Surety for damages that may be caused by such use.

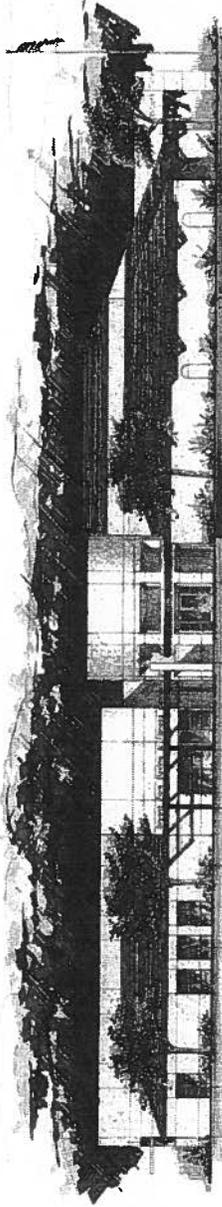
C. Danger Signals and Safety Devices (Modify as Required)

The Consultant shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Consultant fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Consultant. Such action by the Owner does not relieve the Consultant of any liability incurred under these specifications or contract.

RIVERSIDE RENAISSANCE



BRYANT PARK FITNESS CENTER



- Fitness Rooms
- Exercise Equipment
- Boxing Ring

Funded by: U.S. Department of Housing and Urban Development
Community Development Block Grant Program
Equal Opportunity - Affirmative Action Employer

Executive Order 11246 and Section 3 of Housing and Urban Development Act of 1968

WARD 6 PROJECT
COUNCILMEMBER

NANCY HART

MAYOR

RONALD O. LOVERIDGE

COUNCIL MEMBERS

MIKE GARDNER

ANDY MELENDREZ

RUSTY BAILEY

PAUL DAVIS

CHRIS MAC ARTHUR

STEVE ADAMS

CITY MANAGER

BRADLEY J. HUDSON

PROJECT AREA TRAINEES, EMPLOYEES AND BUSINESSES

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Housing and Urban Development Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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

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

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

NOTE: The project area is defined as the city limits of the City of Riverside, California.

NOTICE TO ALL EMPLOYEES



Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

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

OVERTIME

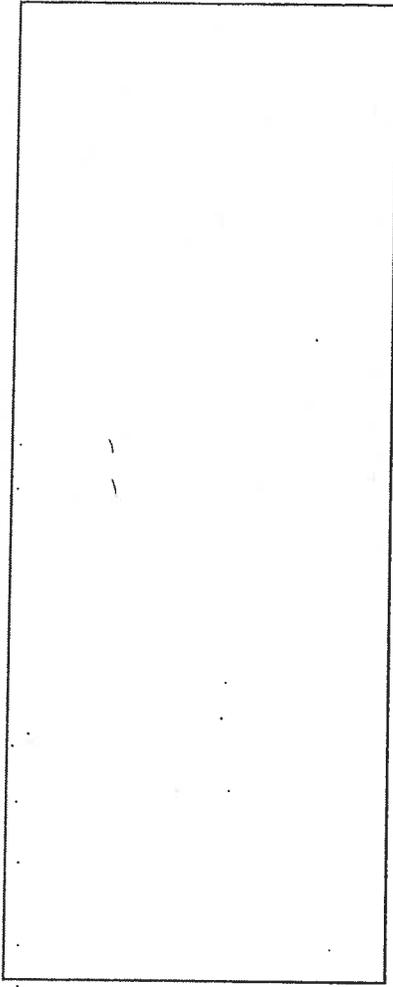
You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

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

PROPER PAY

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



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

U.S. Department of Labor
Employment Standards Administration

WH Publication 1321
Revised January 1986

★ U.S. GOVERNMENT PRINTING OFFICE: 1985-209-806

U.S. Department of Labor
Employment Standards
Administration

Wage and Hour Division



NOTICIA A TODOS EMPLEADOS



Trabajo en Proyectos de Construcción Federales o Financiados Federalmente

SALARIO MINIMO

Usted debe ser pagado no menos del salario listado en la programación acompañando esta NOTICIA por el tipo de trabajo que usted hace.

TIEMPO EXTRA (OVERTIME)

Usted debe ser pagado no menos que tiempo y medio de su salario básico por todas horas trabajadas arriba de 40 en una semana. Hay algunas excepciones.

APRENDIZES

Salario de aprendiz se aplica solamente a aprendizes apropiadamente registrados en programas de aprendizaje aprobados por agencias Estatales o Federales.

PAGAMENTO ADECUADO

Si no recibe el sueldo apropiado comuníquese con el Agente de Contratos nombrado abajo. Se habla español.

Gwendolyn P. Tolbert, Director
(213) 894-8000, Ext. 3200

O comuníquese con la oficina más cercana de la División de Salario y Hora del Departamento de Asuntos Laborales de los Estados Unidos (Wage and Hour Division, U.S. Department of Labor). La División de Salario y Hora tiene oficinas en cientos de comunidades por todo el país. Ellas están listadas en la sección de gobierno de los Estados Unidos en la mayoría de directorios telefónicos bajo:

**U.S. Department of Labor
Employment Standards Administration**

WH Publication 1321
Revised January 1986

★ U.S. GOVERNMENT PRINTING OFFICE: 1988-205-846

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



EXHIBIT C-8

Federal (Davis Bacon) Wage Decision

The most current Federal Wage Decision in effect 10 days prior to the bid opening date must be appended to the Bid Specification and Contract.

The most current Federal Wage Decision in effect 10 days prior to the bid opening date must be appended to the Bid Specification and Contract

Federal (Davis Bacon) Wage Decision

EXHIBIT C-8

General Decision Number: CA160036 08/12/2016 CA36

Superseded General Decision Number: CA20150036

State: California

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

County: Riverside County in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	03/04/2016
4	04/01/2016
5	05/20/2016
6	07/08/2016
7	07/22/2016
8	07/29/2016
9	08/12/2016

ASBE0005-002 07/01/2015

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 36.74	19.49
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 25.38	16.81

ASBE0005-004 06/29/2015

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).....	\$ 18.06	10.57

BOIL0092-003 10/01/2012

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

* BRCA0004-011 05/01/2016

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

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

BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84
TILE LAYER.....	\$ 35.14	14.33

BRCA0018-010 09/01/2013

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

CARP0409-001 07/01/2015

	Rates	Fringes
CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	11.58
(2) Millwright.....	\$ 40.90	11.58

(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 40.53	11.58
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.58
(5) Sawfiler.....	\$ 37.44	11.58
(6) Scaffold Builder.....	\$ 28.55	11.58
(7) Table Power Saw Operator.....	\$ 37.45	11.58

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

CARP0409-002 07/01/2008

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

Amounts in "Rates" column are per day

CARP0409-005 07/01/2015

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

CARP0409-008 08/01/2010

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

ELEC0440-001 06/27/2016

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 36.56	3%+22.01
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 36.56	23.11
Technician.....	\$ 27.42	22.84

ZONE PAY: Zone A: Free travel zone for all contractors

performing work in Zone A.
 Zone B: Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

 ELEC0440-004 05/26/2014

COMMUNICATIONS AND SYSTEMS WORK

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

SCOPE OF WORK:

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

 ELEC1245-001 06/01/2015

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

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

ELEV0018-001 01/01/2015

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

FOOTNOTE:

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

ENGI0012-003 07/06/2015

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 41.30	23.35
GROUP 2.....	\$ 42.08	23.35
GROUP 3.....	\$ 42.37	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 42.73	23.35
GROUP 6.....	\$ 42.84	23.35

GROUP 7.....	\$ 42.96	23.35
GROUP 8.....	\$ 43.13	23.35
GROUP 9.....	\$ 43.30	23.35
GROUP 10.....	\$ 44.30	23.35
GROUP 11.....	\$ 45.30	23.35
GROUP 12.....	\$ 46.30	23.35
GROUP 13.....	\$ 47.30	23.35
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator;

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

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or

similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine);

Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

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

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

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

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

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

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

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

yds. struck)

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

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

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

repair; Tugger hoist operator (3 drum)

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,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 think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

the state line to the starting point, which is the center of
Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

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

IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0300-005 01/01/2016

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 30.43	16.07

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 07/03/2016

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 37.89	20.50
GROUP 2.....	\$ 36.94	20.50
GROUP 3.....	\$ 33.40	20.50

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 gunitite 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

LABO1184-001 07/04/2016

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

GROUP 4.....\$ 39.91 17.03

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

LABO1184-002 07/04/2016

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

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader,

piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

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

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person;

Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

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

TUNNEL LABORER CLASSIFICATIONS

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

GROUP 2: Chucktender, cabledtender; 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

 * LAB01184-004 07/01/2016

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

 LAB01414-001 08/05/2015

	Rates	Fringes
LABORER PLASTER CLEAN-UP LABORER....	\$ 30.16	17.11

PLASTER TENDER.....\$ 32.71 17.11

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

PAIN0036-001 07/01/2015

Rates Fringes

Painters: (Including Lead
Abatement)

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

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

PAIN0036-008 10/01/2015

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 36.18 16.82

PAIN0036-015 06/01/2016

Rates Fringes

GLAZIER.....\$ 41.70 21.13

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 01/01/2016

Rates Fringes

SOFT FLOOR LAYER.....\$ 29.85 14.01

PLAS0200-009 08/05/2015

Rates Fringes

PLASTERER.....\$ 38.44 13.77

PLAS0500-002 07/01/2016

Rates Fringes

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

PLUM0016-001 07/01/2015

Rates Fringes

PLUMBER/PIPEFITTER

Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 45.96	20.71
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 44.54	19.73
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 35.16	18.06

PLUM0345-001 07/01/2014

Rates Fringes

PLUMBER

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

* ROOF0036-002 08/01/2015

Rates Fringes

ROOFER.....	\$ 35.07	14.40
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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.

SFCA0669-002 01/01/2016

Rates Fringes

SPRINKLER FITTER.....	\$ 35.48	20.28
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SHEE0105-003 07/01/2016

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

Rates Fringes

SHEET METAL WORKER

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

TEAM0011-002 07/01/2015

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

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

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

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire

person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

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

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

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

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

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

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

GROUP 12: Boom Truck 17K and above

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT “F”

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act’s section 2(b)(1) requires the City to provide the following information about each sub-award(s) greater than \$25,000:

- Name of the entity receiving the award;
- Amount of the award;
- NAICS code for contracts / CFDA program number for grants;
- Information on the award including purpose of the funding action;
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity

In the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

THE TRANSPARENCY ACT REQUIRES THAT ANY FEDERAL AWARD OR SUB-AWARD RECIPIENT, FOR AN AMOUNT GREATER THAN \$25,000, IS REQUIRED TO PROVIDE THE INFORMATION SET FORTH IN THE (ABOVE) BULLET LIST. ACCORDINGLY, PLEASE COMPLETE THE FOLLOWING:

I, _____ (print name), hereby agree that:

I read and understand the information provided above.

I acknowledge and agree that:
(Please check one of the following)

_____ (agency name) does not meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

_____ (agency name) does meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST complete the section below identifying the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

	Names of Executive	Total Compensation
1.		
2.		
3.		
4.		
5.		

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

**CITY OF RIVERSIDE
BEST MANAGEMENT PRACTICES
FOR TYPICAL CONSTRUCTION ACTIVITIES**

The discharge of any pollutants into the City storm drain system or natural drainage areas is prohibited per Section 14 of the City Municipal Code and the Riverside County Area-Wide Municipal Storm water permit issued by the State Water Resources Control Board. Drainage from construction sites and construction activities is prohibited from entering the City storm drain system and natural drainage areas. Any violations of the above provisions are subject to fines by the City and by the State Water Resources Control Board.

The following best management practices (BMPs) are to be implemented for the construction activities listed. These BMPs are considered to be a minimum of the activities necessary to protect the City storm drain system. The contractor may be required to implement further BMPs to assure no pollutant discharges enter the storm drain system. The contractor needs to work closely with the City inspector to identify any further BMPs, which may be necessary.

CONSTRUCTION ACTIVITIES	BEST MANAGEMENT PRACTICE
Portable Toilets	<ul style="list-style-type: none"> - The toilets may not be located in the street right of way. Perimeter protection must be placed around the toilet area to contain any drainage from toilet cleaning activities.
Sawcutting, grinding, paving	<ul style="list-style-type: none"> - Debris from these types of activities are to be swept or vacuumed daily (at a minimum) and disposed of at a landfill. - Drainage from these activities shall be contained or the catch basins down stream of these activities will be protected with sand bags. - Drainage contained shall be vacuumed daily (at a minimum) and the remaining debris disposed of at a landfill.
Concrete wash outs	<ul style="list-style-type: none"> - A washout/spoil area on site must be identified that will contain the concrete washout wastewater. The debris shall be removed at the end of the day, or; - The washout must be contained and removed off site daily.
Trenching	<ul style="list-style-type: none"> - Perimeter protection of the trenching spoil or trench area itself must be provided to prevent any erosion from the site, and - Catch basin protection must be provided to prevent drainage from entering the storm drain system. - Any sediment or debris shall be swept up daily at a minimum.
Spoil piles	<ul style="list-style-type: none"> - Spoil piles with the potential for draining off-site shall have perimeter erosion control and may need temporary cover.
Tracking	<ul style="list-style-type: none"> - Tracking pads are required for larger jobs as well as a continual sweeping plan. - Smaller jobs must sweep daily.
Vehicle maintenance	<ul style="list-style-type: none"> - Regularly scheduled vehicle maintenance activities such as oil changes and fluid refills shall be conducted off-site. - Any chemicals leaking from faulty equipment will be contained and repaired immediately. - A spill response plan must be identified that properly contains and disposes of any potential spill or leaks of hazardous materials including at a minimum oil, grease, hydraulic fluid, etc.
Vehicle washing	<ul style="list-style-type: none"> - Vehicle washing shall not occur on site
Sloped areas	<ul style="list-style-type: none"> - Sloped areas shall at a minimum be protected by perimeter erosion control. Larger slopes may also need erosion control at the top of slopes. These BMPs shall stay in place and be maintained until after the landscaping has completely been established.