

## ADDENDUM NO. 1

### WINCHESTER PARK ACCESSIBILITY PROJECT-2021

April 27, 2021

This Addendum to the specifications is for the purpose of adding, clarifying, or deleting certain information to the Drawings and Specifications described above and shall be made part thereof, and subject to all applicable requirements hereunder as if originally shown and/or specified.

1. **BID DATE:** The bid date remains the same: **Wednesday, May 5, 2021 at 1:00 p.m.**

2. **CONTRACT DRAWING CHANGES:**

Contract Drawing Revision: Exhibit 13 Quantity adjusted to 110 LF.

3. **BIDDING FORM CHANGES:**

Bidder must use the herein attached Bid Proposal Package when submitting bid.

Bid Item No. 14: Quantity and Unit amended to 2 EA. Description amended to read "*Install cane rails around drinking fountains to create alcove to comply with the Americans with Disabilities Act and California Building Code.*"

Bid Item No. 16: Quantity amended to 110 LF.

Bid Item No. 18: Description amended to read "*Remove existing tree and adjacent grouted rock. Concrete to be poured in place per Valley-Wide Details LC-02 and LC-03. Slurry seal between concrete and existing pavement.*"

Bid Item No. 19: New bid item with a quantity of 1 LS. Description reads "*Install (stopper) component at tennis court gate to only allow for push entry approach from exterior of court (pull side within tennis courts).*"

4. **CLARIFYING ITEMS:**

Clarification No. 1: Existing fixtures in the four lavatories can be reused. Contractor is responsible for making all necessary adjustments to ensure conformance to the Americans with Disabilities Act (ADA) and California Building Code (CBC). If fixtures or plumbing are damaged resulting from Contractor's Work, Contractor shall be responsible for repairs at its own expense.

Clarification No. 2: Site parking lot is to remain open. Contractor shall be responsible for properly protecting and closing off the project areas to ensure unwanted access by the public. Attached herein is a proposed Temporary Fencing Layout.

Clarification No. 3: Drinking fountain and appurtenances are to be moved out of playground area and installed in new Exhibit "14" concrete.

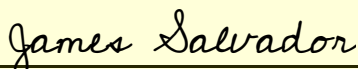
**5. MANDATORY PRE-BID WALK-THRU ATTENDEES:**

|   |  |
|---|--|
| Javier Cardenas – J. Cardenas Inc.            | Skip Mahoney – Three Peaks Corp            |
| Henrik Kristensen – Millsten Enterprise       | Joe Ular – Universal Construction and Eng. |
| Juan Lopez – Leonida Builders Inc.            | Colin McNie - CASp                         |
| Doug Rash – Wheeler Paving                    | James Salvador – Valley-Wide Recreation    |
| Tom Luby – MLC Constructors                   | James Edwards – Valley-Wide Recreation     |
| Richard Gonzales – C.S. Legacy Construction   | Robert Byers – Valley-Wide Recreation      |
| Michael Bryce – Atom Engineering Construction | Greg Oden – Valley-Wide Recreation         |

**6. SUBMITTED QUESTIONS AND ANSWERS:**

- Q1. Has there been a site accessibility survey completed that can be made available so we can see which specific fixtures and plumbing items are out of compliance? Are we to assume these are minor adjustments that will not require the use of a licensed plumber?
- A1. **The Accessibility Survey Report for the project site lavatories is attached herein for bidder's reference. The awarded Contractor is still responsible for ensuring that all other fixtures and plumbing inside lavatories conform to the ADA and CBC. The adjustment of toilets, sinks, and appurtenances may require the use of a licensed plumber.**
- Q2. Do you have a specific Model and Part numbers for the door lever and deadbolt hole cover that were described at the pre-bid meeting?
- A2. **No, Valley-Wide does not have a specific Schlage model or part number being requested. Doors are to comply with the Americans with Disabilities Act and California Building Code, including but not limited to compliant hardware height.**
- Q3. Can you provide a detail for this alcove and cane rails?
- A3. **Valley-Wide does not have a detail for a drinking fountain alcove. Installation of cane rails shall be to the manufacturer's specifications and comply with the Americans with Disabilities Act and California Building Code pertaining to protruding objects.**
- Q4. Once the tree is removed (Bid Item 18), how far below the existing grouted cobblestone does the stump need to be ground? Do we need to restore the grouted cobblestone from the tree removal process?
- A4. **Awarded Contractor shall be responsible for removing all the adjacent grouted cobblestone. Concrete is to be poured in place per Valley-Wide Details LC-02 and LC-03. Refer to Bidding Form Changes above herein.**

Sincerely,



James Salvador, Special Districts Supervisor  
Valley-Wide Recreation and Park District



## PROPOSAL PACKAGE INFORMATION SHEET

PROJECT NAME: Winchester Park Accessibility Project-2021

**NOTICE TO BIDDER:** The attached Proposal Package, when complete by you and returned to this District, constitutes your Bid on this project. **Please do not submit the bound copy of the specifications or addenda with your Bid.**

The envelope enclosing the proposal **MUST** be sealed and addressed as follow:

**Regular, Express Mail, FedEx or Hand-Deliver**

Valley-Wide Recreation and Park District  
Attention: James Salvador  
901 W. Esplanade Avenue  
San Jacinto, CA 92581

The envelope **MUST** be plainly marked in the upper left hand corner with the name and address of the bidder, and bear the words:

**Proposal for:**  
**(Project Name)**  
**(Date and Hour)**

### **SIGN, COMPLETE, AND SUBMIT THE FOLLOWING:**

- Proposal Sheet (C3-1) **Signature required!**
- Bidding Sheets & Equipment and Material List – (BS-1 thru 8)
- Exhibit 01: Federal Labor Standards and Provisions (HUD 4010)
- Exhibit 02: Federal Prevailing Wage Decision (CA 25)
- Exhibit 03: General Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- Exhibit 04: Project Sign
- Exhibit 05: Bidder's Certification Regarding Non-Segregated Facilities
- Exhibit 06: Equal Opportunity Class – Subpart (b) and Bidder's Certification Regarding Equal Employment Opportunity
- Exhibit 07: Section 3 Affirmative Action Program and Bidder's Certification for Section 3 Compliance
- Exhibit 08: Bidder's Certification on Federal Contract Requirements
- Exhibit 09: Questionnaire Regarding Bidders
- Exhibit 10: List of Subcontractors and Suppliers
- Exhibit 11: Non-collusion Affidavit
- Exhibit 12: Bidder's Experience Record & Resumes of Key Personnel (BR-1 thru 8)
- Exhibit 13: Subcontractors List (C-5(d) thru (e))
- Exhibit 14: Public Works Contractor Registration Certification (C22-1)
- Exhibit 15: Contractor's Licensing Statement (C6-1)
- Exhibit 16: Workers' Compensation Insurance Certificate (C11-1)

- *Exhibit 17: Cal/OSHA Form 300A (C16-1 thru 2)*
- *Exhibit 18: Bid Guarantee / Bid Bond (per Notice Inviting Bids and Instructions to Bidders)*

**PLEASE COMPLETE AND SIGN ALL REQUIRED AREAS. SUBMIT AND ATTACH ANY  
ADDITIONAL DOCUMENTATION WHICH CONSTITUTES YOUR BID**

**FAILURE TO COMPLETE THIS PROPOSAL PACKAGE MAY RENDER YOUR BID  
“NON-RESPONSIVE”**

**[\\*Please Remove This Information Sheet Prior to Submitting Your Bid\\*](#)**



## PROPOSAL

The undersigned hereby declares, as Bidder, that the only persons or parties interested in this proposal as principals are those named herein; that no director or any other officer or employee of the Valley-Wide Recreation District is in any manner interested directly or indirectly in this proposal or in the profits to be derived from the contract proposed to be taken; that this bid is made without any connection with any person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the Notice Inviting Bids (or Bidding Information) and the Instructions to Bidders and agrees to all the stipulations contained herein; that he proposes and agrees that if his bid as submitted in the attached sheets, be accepted he will contract in the form so approved and furnish the items called for in accordance with the provisions of said approved form of Agreement and the Specifications and to deliver the same within the time stipulated therein; and that he will accept in full payment therefore the prices named in said Bid Sheet.

The Bidder further agrees, that upon receipt of written notice of acceptance of the proposal with 60 days after the day of opening bids (unless otherwise specified in the Notice Inviting Bids or Bidding information) he will execute and return the Contract in accordance with the proposal as accepted and furnish the required bond(s) within **ten (10)** days from the date of mailing the Notice of Acceptance of Proposal to him at his address given below, or within such time as allowed by Valley-Wide; and that upon his failure or refusal to do so within the said time, then the certified or cashier's check or bond accompanying this bid shall become the property of and be retained by Valley-Wide as liquidated damages for such failure or refusal, and shall be deposited with the Accountant of said Valley-Wide as monies belonging to Valley-Wide; provided, that if said Bidder shall execute the Contract and furnish the required bond within the time aforesaid, his check or bond shall be returned to him thereafter.

The Bidder further declares that the surety or sureties named in the attached sheet have agreed to furnish bond in form and amount set forth in the accompanying Notice Inviting Bids (or Bidding Information) and Article 11 of the Instructions to Bidders, in the event contract is awarded on basis of this proposal.

Company: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name) Name should appear below (Signature of Owner or Officer required)

| Name(s) of Member of Firm or Officer of Corporation<br>Authorized to enter into a binding Contract: | Address (if different from above) |
|---|-----------------------------------|
|   |                                   |
|   |                                   |
|   |                                   |

For further detail on this proposal, please contact:

|                |            |
|----------------|------------|
| Name:          | Address:   |
| Email Address: | Telephone: |

**VALLEY-WIDE RECREATION**  
**WINCHESTER PARK ACCESSIBILITY PROJECT-2021**  
**BIDDING SHEETS**

Bids will be received at the Valley-Wide Recreation and Park District office, located at 901 W. Esplanade Avenue, San Jacinto, California, until **1:00 p.m. on Wednesday, May 5, 2021**.

NAME OF BIDDER: \_\_\_\_\_

To the Board of Directors  
of the Valley-Wide Recreation and Park District  
901 W. Esplanade Avenue  
San Jacinto, California 92581

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**Winchester Park Accessibility Project-2021**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

Total Bid Amount in  
Numerals:                      \$ \_\_\_\_\_

Total Bid Amount in Words:    \$ \_\_\_\_\_

The undersigned acknowledge receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda and/or Letter of Clarification

By submitting a bid, Bidder certifies that any addenda and letters of clarification issued to these specifications, whether acknowledged or not below, shall be made a part of the contract. Bidder further agrees to perform all labor and services and furnish all materials, tools and appliances necessary for completing the work called out in the addenda or letter of clarification.

Addenda Received:                      \_\_\_\_\_

Letter of Clarification received:        \_\_\_\_\_

**VALLEY-WIDE RECREATION**  
**WINCHESTER PARK ACCESSIBILITY PROJECT-2021**  
**BIDDING SHEETS**

The Contractor shall construct the project under these Specifications all in conformance with the Contract Drawings listed in Section P and these Specifications

The District reserves the right to:

- A. Accept or reject any or all bids on this specification;
- B. Award Contract to the lowest qualified bidder, based on the total bid price;
- C. Waive any defects and informalities.

The District shall be the final authority with regard to whether a bid is responsive to the call for bids and to whether a bidder is a responsible bidder under the conditions of his bid, or for any reason.

The total contract price shall include all work, materials, and equipment needed to complete the project as defined in the General Conditions, Section F. The bidder shall include costs for such other items in the most appropriate category (bid item).

**VALLEY-WIDE RECREATION**  
**WINCHESTER PARK ACCESSIBILITY PROJECT-2021**  
**BIDDING SHEETS**

ADDITION OR DEDUCTION: Provision is made here for the bidder to include an addition/deduction in their bid, if desired, to reflect any last minute adjustments in process. The addition/deduction, if made, will be proportionately applied to item(s) \_\_\_\_\_ (fill in) and reflected in the unit process for payment purposes. If the addition/deduction affects more than one bid item, the proportionate application of the addition/deduction shall be mutually agreed upon by the Contract and the District at the prejob.

Person who inspected site of the proposed work as an employee of your firm: **(Representative must have inspected the jobsite and be employee on the company's payroll to be considered a responsive bidder)**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date of Inspection)

# VALLEY-WIDE RECREATION

## WINCHESTER PARK ACCESSIBILITY PROJECT-2021

### BIDDING SHEETS

| Bid Item                   | Aprox. Qty. | Unit | Description<br>Unit Price Written in Words   | Unit Price<br>(Figures) | Total Amount<br>(Figures) |
|----------------------------|-------------|------|--|-------------------------|---------------------------|
| <b>MISCELLANEOUS ITEMS</b> |             |      |  |                         |                           |
| 1                          | 1           | LS   | Mobilization per Article 6 of General Conditions (not to exceed 10% of bid).<br><br>_____ (words)  | \$ _____                | \$ _____                  |
| 2                          | 1           | LS   | Temporary fencing.<br><br>_____ (words)  | \$ _____                | \$ _____                  |
| <b>CONSTRUCTION</b>        |             |      |  |                         |                           |
| 3                          | 1647        | SF   | Remove and replace concrete per Valley-Wide Details LC-02 and LC-03, and project specifications.<br><br>_____ (words)                            | \$ _____                | \$ _____                  |
| 4                          | 100         | SF   | Install truncated domes at accessible parking access aisles.<br><br>_____ (words)  | \$ _____                | \$ _____                  |
| 5                          | 1           | LS   | Grind panels and/or fill any gaps in concrete that are a 0.25" or more in width, depth, or height throughout the park site.<br><br>_____ (words) | \$ _____                | \$ _____                  |
| 6                          | 1           | LS   | Install chain link fencing per Valley-Wide Detail LC-10 and project specifications.<br><br>_____ (words)   | \$ _____                | \$ _____                  |
| 7                          | 1           | LS   | Remove bricks in front of Community Center and replace with concrete per Valley-Wide Details LC-02 and LC-03.<br><br>_____ (words)               | \$ _____                | \$ _____                  |

# VALLEY-WIDE RECREATION

## WINCHESTER PARK ACCESSIBILITY PROJECT-2021

### BIDDING SHEETS

| Bid Item | Aprox. Qty. | Unit | Description<br>Unit Price Written in Words   | Unit Price (Figures) | Total Amount (Figures) |
|----------|-------------|------|--|----------------------|------------------------|
| 8        | 1           | LS   | Adjust fixtures and plumbing (as needed) in four lavatories near ballfields to comply with the Americans with Disabilities Act and California Building Code.<br><br>_____<br>(words)   | \$ _____             | \$ _____               |
| 9        | 1           | LS   | Replace lavatory door hardware with single-sided key deadlock with plate cover on interior and heavy duty Schlage commercial single action door lever for the four exterior lavatories. Doors to comply with the Americans with Disabilities Act and California Building Code.<br><br>_____<br>(words) | \$ _____             | \$ _____               |
| 10       | 1           | LS   | Repaint four lavatory doors a contrasting color from accessible bathroom signage.<br><br>_____<br>(words)  | \$ _____             | \$ _____               |
| 11       | 2           | EA   | Replace existing drinking fountain with MDF #440 SMFA Blue or approved equal drinking fountain with Hi/Low Bowls per ADA 305, 602, 602.4, 602.6, 211.2 and CBC 11B-211.2, 11B-602, 11B-602.4, 11B-602.6.<br><br>_____<br>(words)   | \$ _____             | \$ _____               |
| 12       | 1           | LS   | Remove existing drinking fountain and cap/cover ground hole.<br><br>_____<br>(words)   | \$ _____             | \$ _____               |
| 13       | 1           | LS   | Install clear floor space 2% Max slope at the two new drinking fountains per ADA 211, 305, 305.2, 306, 602 and CBC 11B-602.2.<br><br>_____<br>(words)  | \$ _____             | \$ _____               |

# VALLEY-WIDE RECREATION

## WINCHESTER PARK ACCESSIBILITY PROJECT-2021

### BIDDING SHEETS

| Bid Item | Aprox. Qty. | Unit | Description<br>Unit Price Written in Words  | Unit Price<br>(Figures) | Total Amount<br>(Figures) |
|----------|-------------|------|---|-------------------------|---------------------------|
| 14       | 2           | EA   | Install cane rails around drinking fountains to create alcove to comply with the Americans with Disabilities Act and California Building Code.<br><br>_____<br>(words)                              | \$ _____                | \$ _____                  |
| 15       | 1           | LS   | Adjust tabletop heights of all accessible tables under gazebo/picnic areas to comply with the Americans with Disabilities Act and California Building Code.<br><br>_____<br>(words)                 | \$ _____                | \$ _____                  |
| 16       | 110         | LF   | Remove 2' wide ribbon gutter adjacent to Ballfield #1 and replace concrete per Valley-Wide Details LC-02 and LC-03.<br><br>_____<br>(words)   | \$ _____                | \$ _____                  |
| 17       | 72          | LF   | Remove and replace mow curb per Valley-Wide Details LC-06 and LC-33. Chain link fencing is to remain protected in place.<br><br>_____<br>(words)  | \$ _____                | \$ _____                  |
| 18       | 1           | LS   | Remove existing tree and adjacent grouted rock. Concrete to be poured in place per Valley-Wide Details LC-02 and LC-03. Slurry seal between concrete and existing pavement.<br><br>_____<br>(words) | \$ _____                | \$ _____                  |



VALLEY-WIDE RECREATION

WINCHESTER PARK ACCESSIBILITY PROJECT-2021

BIDDING SHEETS

| Bid Item   | Aprox. Qty. | Unit | Description<br>Unit Price Written in Words  | Unit Price<br>(Figures) | Total Amount<br>(Figures) |
|--|-------------|------|---|-------------------------|---------------------------|
| 19   | 1           | LS   | Install / Weld (stopper) component at tennis court gate to only allow for push entry approach (pull side within tennis courts).<br><br>_____<br>(words) | \$ _____                | \$ _____                  |
|  |             |      |   |                         |                           |
| TOTAL BID AMOUNT<br>(Bid Items 1-19)<br><br>_____<br>(words) |             |      |   | \$ _____                |                           |

## **EQUIPMENT AND MATERIAL**

No substitution will be permitted without written justification and the approval of the District prior to the bid opening.

**PRODUCTS OF MANUFACTURERS LISTED AS EQUALS TO THOSE SPECIFIED IN THE CONTRACT DOCUMENTS MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE DISTRICT NO LATER THAN THE TENTH (10TH) DAY PRECEDING THE DATE SET FOR RECEIPT OF BIDS.**

by the Office of Management and Budget under OMB Control Number 1215-0140.)

## Federal Labor Standards Provisions U.S. Department of Housing and Urban Development

Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009)  
ref. Handbook 1344.1 **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 therefore 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

**(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 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 and 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 Department of Labor Wage and Hour Division Web site: [www.dol.gov/esa/whd/forms](http://www.dol.gov/esa/whd/forms), 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; Previous editions are obsolete Page 3 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

(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 classification of 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 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such

Administration..... makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

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

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

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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. Previous editions are obsolete Page 5 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1

**(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 etseq.

**(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.

## Addendum to HUD's Federal Labor Standards Provisions FORM 4010

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the **(the applicant, sponsor, or owner)**, as the case may be, for transmission to the County of Riverside – Economic Development Agency.

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 by contractor or subcontractors provided said payroll complies with 29 CFR 5.5(a)(3)(i). 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 successorsite.

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 the **(applicant, sponsor, or owner)**, as the case may be, for transmission to the County of Riverside – Economic Development Agency, 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 section 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 the sponsoring government agency **(or the applicant, sponsor, or owner)**.

Submittal of Photocopied Payrolls:

The submittal of photocopies or other automated duplication of the contractor's regular payrolls containing all of the required information pertinent to the CDBG-funded project is sufficient to satisfy the payroll data requirements pursuant to 29 CFR 5.5 (a)(3)(ii)(A).

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"General Decision Number: CA20210025 03/19/2021

Superseded General Decision Number: CA20200025

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 \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/01/2021       |
| 1                   | 01/08/2021       |
| 2                   | 01/22/2021       |
| 3                   | 03/05/2021       |
| 4                   | 03/19/2021       |

ASBE0005-002 07/06/2020

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|  |          |       |
|--|----------|-------|
| Asbestos Workers/Insulator<br>(Includes the application of<br>all insulating materials,<br>protective coverings,<br>coatings, and finishes to all<br>types of mechanical systems)..... | \$ 45.39 | 23.74 |
| Fire Stop Technician<br>(Application of Firestopping<br>Materials for wall openings<br>and penetrations in walls,<br>floors, ceilings and curtain<br>walls).....                       | \$ 28.92 | 18.73 |

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ASBE0005-004 07/01/2019

3/22/2021

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|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|  |          |       |
|--|----------|-------|
| Asbestos Removal<br>worker/hazardous material<br>handler (Includes<br>preparation, wetting,<br>stripping, removal,<br>scrapping, vacuuming, bagging<br>and disposing of all<br>insulation materials from<br>mechanical systems, whether<br>they contain asbestos or not).... | \$ 20.63 | 12.17 |
|--|----------|-------|

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\* BOIL0092-003 01/01/2021

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

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

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\* BRCA0004-011 05/01/2020

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                                |          |       |
|--------------------------------|----------|-------|
| BRICKLAYER; MARBLE SETTER..... | \$ 41.48 | 18.63 |
|--------------------------------|----------|-------|

\*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

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BRCA0018-004 06/01/2019

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                      |          |       |
|----------------------|----------|-------|
| MARBLE FINISHER..... | \$ 33.43 | 14.11 |
| TILE FINISHER.....   | \$ 28.23 | 12.65 |
| TILE LAYER.....      | \$ 40.07 | 18.36 |

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BRCA0018-010 09/01/2020

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                             |          |       |
|-----------------------------|----------|-------|
| TERRAZZO FINISHER.....      | \$ 33.66 | 14.20 |
| TERRAZZO WORKER/SETTER..... | \$ 41.60 | 14.73 |

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CARP0409-001 07/01/2018

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

CARPENTER

|  |          |       |
|--|----------|-------|
| (1) Carpenter, Cabinet<br>Installer, Insulation<br>Installer, Hardwood Floor<br>Worker and acoustical<br>installer.....                                      | \$ 41.84 | 19.17 |
| (2) Millwright.....  | \$ 42.91 | 19.17 |
| (3) Piledrivermen/Derrick<br>Bargeman, Bridge or Dock<br>Carpenter, Heavy Framer,<br>Rock Bargeman or Scowman,<br>Rockslinger, Shingler<br>(Commercial)..... | \$ 42.54 | 19.17 |
| (4) Pneumatic Nailer,<br>Power Stapler.....  | \$ 40.09 | 19.17 |
| (5) Sawfiler.....  | \$ 39.83 | 19.17 |
| (6) Scaffold Builder.....  | \$ 31.60 | 19.17 |



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(7) Table Power Saw  
Operator.....\$ 40.93 19.17

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.

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CARP0409-002 07/01/2016

|                           | Rates     | Fringes |
|---------------------------|-----------|---------|
| Diver                     |           |         |
| (1) Wet.....              | \$ 712.48 | 17.03   |
| (2) Standby.....          | \$ 356.24 | 17.03   |
| (3) Tender.....           | \$ 348.24 | 17.03   |
| (4) Assistant Tender..... | \$ 324.24 | 17.03   |

Amounts in "'Rates' column are per day

-----  
CARP0409-005 07/01/2015

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Drywall                      |          |         |
| DRYWALL INSTALLER/LATHER.... | \$ 37.35 | 11.08   |
| STOCKER/SCRAPPER.....        | \$ 10.00 | 7.17    |

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CARP0409-008 08/01/2010

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

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ELEC0440-001 12/28/2020

|                                       | Rates    | Fringes  |
|---------------------------------------|----------|----------|
| ELECTRICIAN                           |          |          |
| INSIDE ELECTRICIAN.....               | \$ 46.75 | 3%+23.67 |
| INTELLIGENT TRANSPORTATION<br>SYSTEMS |          |          |
| Electrician.....                      | \$ 36.99 | 3%+23.18 |
| Technician.....                       | \$ 27.75 | 3%+23.18 |

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.

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ELEC1245-001 06/01/2020

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| LINE CONSTRUCTION            |          |         |
| (1) Lineman; Cable splicer.. | \$ 59.14 | 20.78   |

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(2) Equipment specialist  
 (operates crawler  
 tractors, commercial motor  
 vehicles, backhoes,  
 trenchers, cranes (50 tons  
 and below), overhead &  
 underground distribution  
 line equipment).....\$ 47.24 19.59  
 (3) Groundman.....\$ 36.12 19.19  
 (4) Powderman.....\$ 51.87 18.79

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

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 ELEV0018-001 01/01/2021

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 59.32 | 35.825+a+b |

## FOOTNOTE:

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

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 ENGI0012-003 07/01/2020

|   | Rates    | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment<br>(All Other Work) |          |         |
| GROUP 1.....                                  | \$ 48.25 | 27.20   |
| GROUP 2.....                                  | \$ 49.03 | 27.20   |
| GROUP 3.....                                  | \$ 49.32 | 27.20   |
| GROUP 4.....                                  | \$ 50.81 | 27.20   |
| GROUP 5.....                                  | \$ 48.96 | 25.25   |
| GROUP 6.....                                  | \$ 51.03 | 27.20   |
| GROUP 8.....                                  | \$ 51.14 | 27.20   |
| GROUP 9.....                                  | \$ 49.29 | 25.25   |
| GROUP 10.....                                 | \$ 51.26 | 27.20   |
| GROUP 11.....                                 | \$ 49.41 | 25.25   |
| GROUP 12.....                                 | \$ 51.43 | 27.20   |
| GROUP 13.....                                 | \$ 51.53 | 27.20   |
| GROUP 14.....                                 | \$ 51.56 | 27.20   |
| GROUP 15.....                                 | \$ 51.64 | 27.20   |
| GROUP 16.....                                 | \$ 51.76 | 27.20   |
| GROUP 17.....                                 | \$ 51.93 | 27.20   |
| GROUP 18.....                                 | \$ 52.03 | 27.20   |
| GROUP 19.....                                 | \$ 52.14 | 27.20   |
| GROUP 20.....                                 | \$ 52.26 | 27.20   |
| GROUP 21.....                                 | \$ 52.43 | 27.20   |
| GROUP 22.....                                 | \$ 52.53 | 27.20   |
| GROUP 23.....                                 | \$ 52.64 | 27.20   |
| GROUP 24.....                                 | \$ 52.76 | 27.20   |
| GROUP 25.....                                 | \$ 52.93 | 27.20   |

OPERATOR: Power Equipment  
 (Cranes, Piledriving &  
 Hoisting)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 49.60 | 27.20 |
| GROUP 2..... | \$ 50.38 | 27.20 |
| GROUP 3..... | \$ 50.67 | 27.20 |
| GROUP 4..... | \$ 50.81 | 27.20 |

|               |          |       |
|---------------|----------|-------|
| GROUP 5.....  | \$ 51.03 | 27.20 |
| GROUP 6.....  | \$ 51.14 | 27.20 |
| GROUP 7.....  | \$ 51.26 | 27.20 |
| GROUP 8.....  | \$ 51.43 | 27.20 |
| GROUP 9.....  | \$ 51.60 | 27.20 |
| GROUP 10..... | \$ 52.60 | 27.20 |
| GROUP 11..... | \$ 53.60 | 27.20 |
| GROUP 12..... | \$ 54.60 | 27.20 |
| GROUP 13..... | \$ 55.60 | 27.20 |

OPERATOR: Power Equipment  
(Tunnel Work)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 50.10 | 27.20 |
| GROUP 2..... | \$ 50.88 | 27.20 |
| GROUP 3..... | \$ 51.17 | 27.20 |
| GROUP 4..... | \$ 51.31 | 27.20 |
| GROUP 5..... | \$ 51.53 | 27.20 |
| GROUP 6..... | \$ 51.64 | 27.20 |
| GROUP 7..... | \$ 51.76 | 27.20 |

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

(above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy;

Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

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

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

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

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

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

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

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

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

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

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

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

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

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

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

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired

earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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



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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,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

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 ENGI0012-004 08/01/2020

|   | Rates    | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment<br>(DREDGING)                     |          |         |
| (1) Leverman.....   | \$ 56.40 | 30.00   |
| (2) Dredge dozer.....                                       | \$ 50.43 | 30.00   |
| (3) Deckmate.....   | \$ 50.32 | 30.00   |
| (4) Winch operator (stern<br>winch on dredge).....          | \$ 49.77 | 30.00   |
| (5) Fireman-Oiler,<br>Deckhand, Bargeman,<br>Leveehand..... | \$ 49.23 | 30.00   |
| (6) Barge Mate.....   | \$ 49.84 | 30.00   |

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 IRON0433-006 07/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| IRONWORKER                                     |          |         |
| Fence Erector.....                             | \$ 34.58 | 24.81   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 41.00 | 33.45   |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

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 LAB00300-005 03/01/2021

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 37.49 | 21.88   |

SCOPE OF WORK: Includes site mobilization, initial site

cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LAB00345-001 07/01/2020

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (GUNITE) |          |         |
| GROUP 1.....     | \$ 45.05 | 19.62   |
| GROUP 2.....     | \$ 44.10 | 19.62   |
| GROUP 3.....     | \$ 40.56 | 19.62   |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LAB01184-001 07/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING)    |          |         |
| (1) Drilling Crew Laborer...                   | \$ 37.85 | 15.99   |
| (2) Vehicle Operator/Hauler.                   | \$ 38.02 | 15.99   |
| (3) Horizontal Directional Drill Operator..... | \$ 39.87 | 15.99   |
| (4) Electronic Tracking Locator.....           | \$ 41.87 | 15.99   |
| Laborers: (STRIPING/SLURRY SEAL)               |          |         |
| GROUP 1.....                                   | \$ 39.06 | 19.01   |
| GROUP 2.....                                   | \$ 40.36 | 19.01   |
| GROUP 3.....                                   | \$ 42.37 | 19.01   |
| GROUP 4.....                                   | \$ 44.11 | 19.01   |

#### 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

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LAB01184-002 07/01/2020

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) |          |         |
| GROUP 1.....     | \$ 42.54 | 21.04   |
| GROUP 2.....     | \$ 42.86 | 21.04   |
| GROUP 3.....     | \$ 43.32 | 21.04   |
| GROUP 4.....     | \$ 44.01 | 21.04   |
| LABORER          |          |         |
| GROUP 1.....     | \$ 36.39 | 21.04   |
| GROUP 2.....     | \$ 36.94 | 21.04   |
| GROUP 3.....     | \$ 37.49 | 21.04   |
| GROUP 4.....     | \$ 39.04 | 21.04   |
| GROUP 5.....     | \$ 39.39 | 21.04   |

#### LABORER CLASSIFICATIONS

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

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chukktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs,

gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

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

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

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

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and

switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

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

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

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

-----  
LAB01184-004 07/01/2020

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 34.00 | 19.77   |

-----

LAB01414-001 08/05/2020

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| LABORER                      |          |         |
| PLASTER CLEAN-UP LABORER.... | \$ 36.03 | 21.01   |
| PLASTER TENDER.....          | \$ 38.58 | 21.01   |

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

-----

PAIN0036-001 07/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| Painters: (Including Lead Abatement)         |          |         |
| (1) Repaint (excludes San Diego County)..... | \$ 29.59 | 17.12   |
| (2) All Other Work.....                      | \$ 33.12 | 17.24   |

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

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PAIN0036-008 10/01/2020

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 43.18 | 20.92   |

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PAIN0036-015 01/01/2020

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 43.45 | 23.39   |

FOOTNOTE: Additional \$1.25 per hour for work in a condor,



from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

-----  
PLAS0200-009 08/07/2019

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 43.73 | 16.03   |

-----  
PLAS0500-002 07/01/2020

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.50 | 25.91   |

-----  
PLUM0016-001 09/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| PLUMBER/PIPEFITTER<br>Work ONLY on new additions<br>and remodeling of bars,<br>restaurant, stores and<br>commercial buildings not<br>to exceed 5,000 sq. ft. of<br>floor space.....  | \$ 50.70 | 23.73   |
| Work ONLY on strip malls,<br>light commercial, tenant<br>improvement and remodel<br>work.....  | \$ 38.73 | 22.06   |
| All other work except work<br>on new additions and<br>remodeling of bars,<br>restaurant, stores and<br>commercial buildings not<br>to exceed 5,000 sq. ft. of<br>floor space and work on<br>strip malls, light<br>commercial, tenant<br>improvement and remodel<br>work..... | \$ 52.28 | 24.71   |

-----  
PLUM0345-001 09/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| PLUMBER<br>Landscape/Irrigation Fitter.. | \$ 35.30 | 24.10   |
| Sewer & Storm Drain Work....             | \$ 39.39 | 21.48   |

-----  
ROOF0036-002 09/15/2020

|             | Rates    | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 40.77 | 18.22   |

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.

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SFCA0669-002 01/01/2021

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

SPRINKLER FITTER.....\$ 39.83 26.23

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SHEE0105-003 01/01/2021

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.....  | \$ 48.28 | 29.46 |
| (2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort... | \$ 48.28 | 29.46 |

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TEAM0011-002 07/01/2020

Rates Fringes

TRUCK DRIVER

|               |          |       |
|---------------|----------|-------|
| GROUP 1.....  | \$ 32.59 | 30.59 |
| GROUP 2.....  | \$ 32.74 | 30.59 |
| GROUP 3.....  | \$ 32.87 | 30.59 |
| GROUP 4.....  | \$ 33.06 | 30.59 |
| GROUP 5.....  | \$ 33.09 | 30.59 |
| GROUP 6.....  | \$ 33.12 | 30.59 |
| GROUP 7.....  | \$ 33.37 | 30.59 |
| GROUP 8.....  | \$ 33.62 | 30.59 |
| GROUP 9.....  | \$ 33.82 | 30.59 |
| GROUP 10..... | \$ 34.12 | 30.59 |
| GROUP 11..... | \$ 34.62 | 30.59 |
| GROUP 12..... | \$ 35.05 | 30.59 |

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete

truck, less than 6-1/2 yds. water level

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

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

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

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

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

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

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

GROUP 12: Boom Truck 17K and above

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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)).

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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.

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"

U.S. DEPARTMENT OF HOUSING and URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
**GENERAL CONTRACTOR'S CERTIFICATION**  
CONCERNING LABOR STANDARDS and PREVAILING WAGE REQUIREMENTS

|                    |   |
|--------------------|---|
| Contractor's Name: | Date  |
|                    | Project Number (if any)                                     |
|                    | 2021-124  |
| c/o                | Project Name: WINCHESTER PARK<br>ACCESSIBILITY PROJECT-2021 |

1. The undersigned, having executed a contract with \_\_\_\_\_ for the construction of the above identified project, acknowledges that:
- a. The Labor Standards provision are included in the aforesaid contract:
  - b. Correction of any infractions of the aforesaid conditions, including infractions by any of General Contractor's sub-contractors, is his/her responsibility.

2. The General Contractor certifies that:
- a. Neither he/she nor any firm, partnership or association in which he/she has substantial interest in is designed as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a))
  - b. None of the aforementioned contract has been or will be subcontracted to any Sub-contractor is such Sub-contractor or any firm, corporation, partnership or association in which such substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulator or statutory provisions.

3. The General Contractor agrees to obtain and forward to the aforementioned recipient within ten days (10 days) after the execution of any subcontract, including those executed by his/her Sub-contractor(s) and any lower tier Sub-contractor(s) a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the Sub-contractor(s).

4. The General Contractor certifies that:
- a. The legal name and the business address of the undersigned:
  - b. The undersigned is:

|                           |   |
|---------------------------|---|
| (1) SINGLE PROPRIETORSHIP | (3) A CORPORATION ORGANIZED IN THE STATE OF |
| (2) A PARTNERSHIP         | (4) OTHER ORGANIZATION (Describe)           |

**PROJECT SIGN**

(For Community Development Block Grant Funded Projects)

**Required for all Projects \$25,000 or over**

(4' X 8')

**SAMPLE SIGN ONNLY (Please use your District's Project contact and information)**

**COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY**

**SUPERVISOR CHUCK WASHINGTON**

**SECOND DISTRICT**



**WINCHESTER PARK ACCESSIBILITY PROJECT-2021**

**\$000,000.00**

*Figure 1 Change to your  
City's Logo*

**CITY OF NAME (your City)**

**(MAYOR)**

**(CITY MANAGER)**



**(NAME)  
CONTRACTOR**

**(NAME)  
ENGINEER/ARCHITECT**

**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, AS AMENDED**

**BIDDER'S CERTIFICATION  
REGARDING NON-SEGREGATED FACILITIES**

Project Name: WINCHESTER PARK ACCESSIBILITY PROJECT-2021

Name of Bidder: \_\_\_\_\_

The above named Bidder hereby certifies that:

**I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.**

**I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EQUAL OPPORTUNITY CLAUSE - Subpart (b)

### (b) Federally assisted construction contracts

Except as otherwise provided, the following language shall be included as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work or modification thereof, as defined in the regulations of the *Secretary of Labor at 41 CFR Chapter 60*, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates to pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative 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.
- (4) The contractor will comply with all provisions of *Executive Order 11246 of September 24, 1965*, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by *Executive Order 11246 of September 24, 1965*, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the case of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in *Executive Order 11246 of September 24, 1965*, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order 11246 of September 24, 1965*, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take

such action with respect to any subcontract or provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the department in the discharge of its primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to *Executive Order 11246 of September 24, 1965*, with a contractor debarred from or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department of the Secretary of Labor pursuant to *Part II, Subpart D of the Executive Order*. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

|  |      |
|--|------|
| <b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b><br><b>BIDDER'S CERTIFICATION REGARDING</b><br><b>EQUAL EMPLOYMENT OPPORTUNITY</b>  |      |
| <b>INSTRUCTIONS</b>  |      |
| <p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p> |      |
| <b>CERTIFICATION BY BIDDER</b>   |      |
| NAME AND ADDRESS OF BIDDER <i>(INCLUDE ZIP CODE)</i>   |      |
| 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.<br><div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div>   |      |
| 2. Compliance reports were required to be filed in connection with such contract or subcontract.<br><div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div>  |      |
| 3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.<br><div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> None required </div>   |      |
| 4. Have you ever been or are you being considered for action due to violation of Executive Order 11248, as amended?<br><div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div>   |      |
| NAME AND TITLE OF SIGNER <i>(PRINT OR TYPE)</i>  |      |
| SIGNATURE  | DATE |

**SECTION 3  
AFFIRMATIVE ACTION PROGRAM**

**ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS  
AND  
SECTION 3 BUSINESS CONCERNS**

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

COUNTY OF RIVERSIDE



## I AFFIRMATIVE ACTION POLICY STATEMENT

---

The County of Riverside (Funding Agencies), as the Community Development Block Grant Administrator(s), shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.
2. That lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.
2. To insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. To insure that contractors understand and comply with their obligations under the Act (24 CFR Part 135).
4. To provide a system to periodically monitor and evaluate that effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed a *Section 3 Affirmative Action Program*. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency and the Community Development Administrator, and County of Riverside, will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

## II DEFINITION OF TERMS

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1. Business concerns located within the Section 3 covered project area: Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.15.
2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are five (5) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.15.
3. Contracting party: Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.
4. Contractor. Means any entity which performs work in connection with a Section covered project.
5. Lower income resident of the area: A person residing in the community Development Block Grant

project area of the County of Riverside whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).

6. Project area: In most cases the project area will be bounded by the County of Riverside limits (or participants' City limits as applicable). However, priority shall be given to persons living within the County's Impact Areas.

### III

#### **SPECIFIC AFFIRMATIVE ACTION STEPS**

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In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least extensive and specific as the following:

- I. Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:

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

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. 176. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to 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 570, and all applicable rules and orders of the Department issued hereunder 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 will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, that appropriate action pursuant to the sub-tier contract upon finding that the sub-contractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any sub contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any sub-contract unless the sub-contractor 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 570, and all applicable rules and orders of the Department issued there under 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 sub-contractors, 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 135.

2. All contractors and their sub-contractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Program should include the following:
  1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).
  2. Goals (in percentage) relative to utilization of lower income persons in project area.
  3. Goals relative to the project dollar amount of sub-contractors to be awarded to project area business

#### **IV**

#### **DISSEMINATION OF SECTION 3 PROGRAM POLICY**

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In order that all contractors have a full understanding of the "Funding Agencies" position regarding this Section 3 Affirmative Action Plan the following procedures will be initiated:

1. All advertisements and invitations to bid will include the Funding Agencies' Section 3 Affirmative Action Plan requirements.
2. All Community Development Block Grant contracts will include the Funding Agencies' Section 3 Affirmative Action Plan.
3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.

#### **V**

#### **PROGRAM EVALUATION**

---

Pursuant to Section 3 requirements (24 CFR 1325.20) the Funding Agencies', as Block Grant Administrator(s), shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and sub-contractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.
2. Set forth evidence, acceptable to the Funding Agencies', that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.

## VI COMPLAINT PROCEDURE

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### Who may file a complaint?

The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

1. Any low income resident of a project area for him/herself or as a representative of persons similarly situated, seeking employment or training opportunities with a contractor or sub-contractor, or any business concern located in, or owned in substantial part by persons residing within a project area seeking contract opportunities from any contractor or sub-contractor for personally or by an authorized representative file a grievance alleging non-compliance with Section 3, these regulations, or obligations undertaken pursuant thereto.
2. Any Section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of Section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more Section 3 residents;

A grievance must be filed not later than ninety (90) days from the date of the action (or omission) upon which the grievance is based. Complaints or questions regarding compliance relative to these regulations should be addressed to:

### Where to file a complaint?

A complaint must be filed with the:

Assistant Secretary for Fair Housing and Equal Opportunity  
Department of Housing and Urban Development  
Washington, DC, 20410.

You may also contact:

**Economic Development Agency**  
**CDBG Program Administrator**  
**Section 3 Program**  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501  
(951) 955-8916

Acknowledgement:

Authorized Representative (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**BIDDER CERTIFICATION FOR  
SECTION 3 COMPLIANCE**  
(Housing and Community Development Act of 1968)

Project Title: WINCHESTER PARK ACCESSIBILITY PROJECT-2021

**The undersigned hereby certifies that he/she has read and understands the Funding Agencies Section 3 Affirmative Action Program, that complies with Federal Regulation (24 CFR Part 135,) as well as Section 3 of the Housing and Community Development Act of 1968, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:**

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Funding Agencies all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Funding Agencies.

\_\_\_\_\_  
Initial Here

I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the Funding Agencies Section 3 Sub-contractor Database prior to selecting any sub-contractor for my bid submittal.

\_\_\_\_\_  
Initial Here

I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all sub-contractors.

\_\_\_\_\_  
Initial Here

**Complete your Subcontracting Plan for this project below:**

| TRADE | AMOUNT OF<br>SUBCONTRACT(\$) | IS THE<br>SUBCONTRACTOR<br>SECTION 3<br>ELIGIBLE?<br>YES OR NO | IF SUBCONTRACTOR IS SECTION 3,<br>INDICATE ELIGIBLE STATUS. |              |
|-------|------------------------------|--|---|--------------|
|       |                              |  | 51% OWNER /   | 30% EMPLOYEE |
|       |                              |  |   |              |
|       |                              |  |   |              |
|       |                              |  |   |              |
|       |                              |  |   |              |
|       |                              |  |   |              |
|       |                              |  |   |              |
|       |                              |  |   |              |

(Signature on following page)

Complete your proposed workforce plan for this project below:

| JOB CATEGORY          | CURRENT POSITIONS | NUMBER OF NEW HIRES IF AWARDED BID | NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS | % OF NEW HIRES TO BE SECTION 3 |
|-----------------------|-------------------|------------------------------------|--|--------------------------------|
| PROFESSIONALS         |                   |                                    |  |                                |
| TECHNICIANS           |                   |                                    |  |                                |
| OFFICE/CLERICAL       |                   |                                    |  |                                |
| CONSTRUCTION BY TRADE |                   |                                    |  |                                |
| TRADE                 |                   |                                    |  |                                |
| TRADE                 |                   |                                    |  |                                |
| TRADE                 |                   |                                    |  |                                |
| TRADE                 |                   |                                    |  |                                |
| TRADE                 |                   |                                    |  |                                |
| TRADE                 |                   |                                    |  |                                |
| APPRENTICE            |                   |                                    |  |                                |
| TRAINING              |                   |                                    |  |                                |
| OTHER                 |                   |                                    |  |                                |
| TOTAL                 |                   |                                    |  |                                |

Amount of Bid: \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Print/Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bidder (Company) Name

\_\_\_\_\_  
Date

**BIDDER CERTIFICATION ON  
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: WINCHESTER PARK ACCESSIBILITY PROJECT-2021

**CERTIFICATION:**

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, and fully understand all my obligations if the project is awarded to me including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (24 CFR Part 570);
2. The subject project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
3. The subject project and all related contracts are subject to the Special Federal Provisions including Section 3.
4. If my bid is \$100,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACT AMOUNT: \$ \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## QUESTIONNAIRE REGARDING BIDDERS

Engaged in the contracting business under the present name of \_\_\_\_\_  
 \_\_\_\_\_(Present Business Name), since \_\_\_\_\_(Date).

**Present business address is:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_ **Amount of Contract \$** \_\_\_\_\_

**California Contractor's License No.** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**DUNS Number:** \_\_\_\_\_ **or CAGE Code:** \_\_\_\_\_

Because this project is Federally Funded, it is necessary to obtain information concerning minority group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- ☐ American Indian or Native Alaskan
- ☐ Asian or Pacific Islander/Native Hawaiian
- ☐ Black/African American
- ☐ Hispanic
- ☐ White
- ☐ Hasidic Jews
- ☐ Others \_\_\_\_\_

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- ☐ Woman/Female Owned
- ☐ Male Owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- ☐ Section 3 Business Concern
- ☐ Non-Section 3 Business Concern

**The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.**

**LIST OF SUBCONTRACTORS**

| SUBCONTRACTOR | FED. I.D.# | AMOUNT | ADDRESS/<br>PHONE NO | MINORITY OR<br>WOMEN OWNED<br>FIRM (51% OR MORE<br>YES/NO |
|---------------|------------|--------|----------------------|---|
|               |            |        |                      |   |
|               |            |        |                      |   |
|               |            |        |                      |   |
|               |            |        |                      |   |
|               |            |        |                      |   |
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|               |            |        |                      |   |
|               |            |        |                      |   |
|               |            |        |                      |   |
|               |            |        |                      |   |

**SUPPLIERS/VENDORS**

| SUPPLIER/VENDOR | AMOUNT | ADDRESS/<br>PHONE NO | MINORITY OR<br>WOMEN OWNED<br>FIRM (51% OR<br>MORE) YES/NO |
|-----------------|--------|----------------------|--|
|                 |        |                      |  |
|                 |        |                      |  |
|                 |        |                      |  |
|                 |        |                      |  |
|                 |        |                      |  |
|                 |        |                      |  |
|                 |        |                      |  |
|                 |        |                      |  |
|                 |        |                      |  |

This form is to be completed and submitted with the bid package.

**NON-COLLUSION AFFIDAVIT**

State of California ) SS  
 )  
County of \_\_\_\_\_)

I, \_\_\_\_\_, being first duly sworn, deposes and says that I am  
\_\_\_\_\_ (sole owner, a partner, president, secretary, representative of company,

etc.) of \_\_\_\_\_ (Company/Business name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, California.

Bidder \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
(Name of Signer)

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO  
BE THE PERSON WHO APPEARED BEFORE ME.

\_\_\_\_\_  
Signature (Notary Public In and for said County and State)  
Notary Seal Required

## VALLEY-WIDE RECREATION

## WINCHESTER PARK ACCESSIBILITY PROJECT-2021

**BIDDER'S 3-YEAR EXPERIENCE  
RECORD & RESUMES OF KEY PERSONNEL**

All bidders must provide a **detailed three (3) year** experience record showing successful completion, as a licensed **Class A General Contractor, Class B General Building contractor, or Class C-27 Landscaping Contractor** of at least three (3) similar projects within the last **three (3) years** as follows:

- 1. Public Works**
- 2. \$150,000 or greater contract value**
- 3. Owner occupied renovation projects**
- 4. Renovation of publicly accessible areas while maintaining public access for public administration buildings, hospitals, or schools.**

Additionally, bidders must include resumes of key personnel proposed to work on this project when submitting your bid. This information will be critical in determining the most responsible bidder.

Provide client reference contact information for each of the Projects submitted.

**Failure to submit any of the above-mentioned information with your bid  
“may” deem your bid non-responsive**

## VALLEY-WIDE RECREATION

## WINCHESTER PARK ACCESSIBILITY PROJECT-2021

**BIDDER'S 3-YEAR EXPERIENCE  
RECORD & RESUMES OF KEY PERSONNEL**

**Bidder Information and Experience Form**

**ARTICLE 1. INFORMATION ABOUT BIDDER**

(Indicate not applicable ("N/A") where appropriate.)

**NOTE:** Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile Number

Telephone Number

\_\_\_\_\_

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?

\_\_\_\_\_

5.0 How many years has Bidder's organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Bidder's organization operated? \_\_\_\_\_

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: \_\_\_\_\_

6.2 State of Incorporation: \_\_\_\_\_

6.3 President's Name: \_\_\_\_\_

6.4 Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

6.5 Secretary's Name: \_\_\_\_\_

6.6 Treasurer's Name: \_\_\_\_\_



## VALLEY-WIDE RECREATION

## WINCHESTER PARK ACCESSIBILITY PROJECT-2021

**BIDDER'S 3-YEAR EXPERIENCE  
RECORD & RESUMES OF KEY PERSONNEL**

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

7.2 Name and address of all partners (state whether general or limited partnership):

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8.0 If other than a corporation or partnership, describe organization and name principals:

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9.0 List other states in which Bidder's organization is legally qualified to do business.

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10.0 What type of work does the Bidder normally perform with its own forces?

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11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

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12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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**VALLEY-WIDE RECREATION**

**WINCHESTER PARK ACCESSIBILITY PROJECT-2021**

**BIDDER'S 3-YEAR EXPERIENCE  
RECORD & RESUMES OF KEY PERSONNEL**

13.0 List Trade References:

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14.0 List Bank References (Bank and Branch Address):

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15.0 Name of Bonding Company and Name and Address of Agent:

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**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

## VALLEY-WIDE RECREATION

## WINCHESTER PARK ACCESSIBILITY PROJECT-2021

BIDDER'S 3-YEAR EXPERIENCE  
RECORD & RESUMES OF KEY PERSONNEL

## ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

| Project Name | Agency / Contact / Contact Info | Description of Bidder's Work | Completion Date | Cost of Bidder's Work |
|--------------|---------------------------------|------------------------------|-----------------|-----------------------|
|              |                                 |                              |                 |                       |
|              |                                 |                              |                 |                       |
|              |                                 |                              |                 |                       |
|              |                                 |                              |                 |                       |
|              |                                 |                              |                 |                       |
|              |                                 |                              |                 |                       |

## VALLEY-WIDE RECREATION

## WINCHESTER PARK ACCESSIBILITY PROJECT-2021

BIDDER'S 3-YEAR EXPERIENCE  
RECORD & RESUMES OF KEY PERSONNEL

## ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

| Project Name | Agency / Contact / Contact Info | Description of Bidder's Work | Completion Date | Cost of Bidder's Work |
|--------------|---------------------------------|------------------------------|-----------------|-----------------------|
|              |                                 |                              |                 |                       |
|              |                                 |                              |                 |                       |
|              |                                 |                              |                 |                       |
|              |                                 |                              |                 |                       |
|              |                                 |                              |                 |                       |
|              |                                 |                              |                 |                       |

## VALLEY-WIDE RECREATION

## WINCHESTER PARK ACCESSIBILITY PROJECT-2021

BIDDER'S 3-YEAR EXPERIENCE  
RECORD & RESUMES OF KEY PERSONNEL

## ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

***Personnel:***

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

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2. Summarize each person's specialized education:

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3. List each person's years of construction experience relevant to the project:

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4. Summarize such experience:

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Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

## VALLEY-WIDE RECREATION

## WINCHESTER PARK ACCESSIBILITY PROJECT-2021

BIDDER'S 3-YEAR EXPERIENCE  
RECORD & RESUMES OF KEY PERSONNEL***Additional Bidder's Statements:***

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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**ARTICLE 5. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Sec. 4100-4111, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid; and (b) the portion of the work which will be done by each such subcontractor.

**Each subcontractor shall possess, both at the time the bid is submitted and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed. Each subcontractor shall be registered with the Department of Industrial Relations at time of bid and during the performance of the Contract.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid, he agrees that he is fully qualified to perform that work himself, and that he shall perform that work himself, and that he shall perform that portion himself.

The Contractor shall not, without the consent of the District, or unless, either: (a) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; (b) Permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (c) Sublet or subcontract any portion of the work in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid as to which his original bid did not designate a subcontractor.

In the following instances, the District may consent to the substitution of another subcontractor:

- (1) When the subcontractor listed in the bid after having a reasonable opportunity to do so fails or refuses to execute the written contract which is based upon the general terms, conditions, plans and specifications of the involved project or the terms of the subcontractor's written bid when it is presented to the subcontractor by the prime subcontractor;
- (2) When the listed subcontractor becomes bankrupt or insolvent;
- (3) When the listed subcontractor fails or refuses to perform his or her subcontract;
- (4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime Contractor to furnish a bond guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used pursuant to Public Contract Code 4108;
- (5) When the prime Contractor demonstrates to the District, as set forth in Public Contract Code 4107.5 that the name of the subcontractor was listed as the result of an inadvertent clerical error;

As a condition to assert claim of clerical error, the Contractor must give written notice of the inadvertent clerical error to the District with copies to both the listed and intended subcontractor within two (2) working days of the time of the prime bid opening. The District shall consent to the substitution if the prime Contractor and both subcontractor listed in error and the intended subcontractor each submit an affidavit to the District within eight (8) working days of the time of the prime bid opening indicating that an inadvertent clerical error was made.

The District shall also consent to the substitution of the intended Contractor if affidavits are filed by both the prime Contractor and the intended Subcontractor within six (6) working days and the subcontractor claimed to be listed in error does not submit within six (6) working days a written objection to the claim to both the District and the Contractor.

However, if the listed subcontractor submits a written objection to the Contractor's claim of inadvertent clerical error within six (6) working days from the time of the prime bid opening, the District shall investigate the claims of the parties and shall hold a public hearing as described herein to determine the validity of those claims.

Any declarations submitted must be submitted under penalty of perjury by all three (3) parties and supported by testimony under oath and subject to cross-examination.

(6) When the listed Contractor is not licensed pursuant to the Contractor's license law;

(7) When the District determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

Prior to any substitution of a subcontractor, the District shall give notice in writing to the listed subcontractor of the request to substitute subcontractors and the reasons for the request. The notice shall be served by registered or certified mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five (5) working days within which to submit written objections to the substitution to the District. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the District shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by the District on the Contractor's request for substitution.

The original bid need not designate a subcontractor for the performance of any change orders.

No subletting or subcontracting of any portion of the work in excess of one-half of one percent (1/2 of 1%) of the prime Contractor's total bid shall be permitted except in cases of public emergency or necessity and then only after a written finding is made by the District as a public record setting forth the facts constituting the emergency or necessity.

As used in this designation, the term subcontractor means only those subcontractors who contract directly with the prime Contractor.



If the Contractor violates any of the provisions of this section, it is deemed to have violated and breached this contract, and the District may exercise the option in its own discretion of: (1) canceling the contract; or (2) assessing the contract or a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. The Contractor shall be entitled to a public hearing in five (5) days notice of the time and place of the hearing.

**LIST OF DESIGNATED SUBCONTRACTORS**

|                            |  |
|----------------------------|--|
| <b>SPEC #:</b>             | CAIP 2021-126                              |
| <b>PROJECT TITLE:</b>      | WINCHESTER PARK ACCESSIBILITY PROJECT-2021 |
| <b>NAME OF CONTRACTOR:</b> |  |

In compliance with the provisions of Sec. 4100-4111, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth: the name, location of the place of business, license number, portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. Each portion of Subcontracted work noted in the below table must be specific and contain all major activities associated with completion of the project, outside of the services provided by the bidding Contractor. Ambiguous and/or incomplete Subcontracted work information may deem the bid nonresponsive. **Each subcontractor shall possess, both at the time the bid is submitted and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed.**

**BIDDER SHALL PROVIDE THE FOLLOWING INFORMATION:**

**Company Name, Business Address, Email Address, License No., Contractor Registration No., Subcontract Work, and % Of Total Bid**

**\* PLEASE WRITE LEGIBLY\***

| LICENSED SUBCONTRACTOR'S NAME,<br>BUSINESS ADDRESS, & EMAIL ADDRESS | LICENSE #                    | SUBCONTRACT<br>WORK<br>(Be Specific) | % OF<br>TOTAL BID |
|---|------------------------------|--------------------------------------|-------------------|
|   | CONTRACTOR<br>REGISTRATION # |                                      |                   |
| Company Name:   | License #:                   |                                      |                   |
| Address:  |                              |                                      |                   |
| Email Address:  | DIR Registration #:          |                                      |                   |
| Company Name:   | License #:                   |                                      |                   |
| Address:  |                              |                                      |                   |
| Email Address:  | DIR Registration #:          |                                      |                   |

| LICENSED SUBCONTRACTOR'S NAME,<br>BUSINESS ADDRESS, & EMAIL ADDRESS | LICENSE #           | SUBCONTRACT<br>WORK<br><i>(Be Specific)</i> | % OF<br>TOTAL BID |
|---|---------------------|---|-------------------|
| Company Name:   | License #:          |   |                   |
| Address:  |                     |   |                   |
|   | DIR Registration #: |   |                   |
| Email Address:  |                     |   |                   |
| Company Name:   | License #:          |   |                   |
| Address:  |                     |   |                   |
|   | DIR Registration #: |   |                   |
| Email Address:  |                     |   |                   |
| Company Name:   | License #:          |   |                   |
| Address:  |                     |   |                   |
|   | DIR Registration #: |   |                   |
| Email Address:  |                     |   |                   |
| Company Name:   | License #:          |   |                   |
| Address:  |                     |   |                   |
|   | DIR Registration #: |   |                   |
| Email Address:  |                     |   |                   |
| Company Name:   | License #:          |   |                   |
| Address:  |                     |   |                   |
|   | DIR Registration #: |   |                   |
| Email Address:  |                     |   |                   |

(Do not list alternative subcontractors for the same work) (Use additional pages if needed)

## **Public Works Contractor Registration Certification**

Pursuant to Labor Code sections 1725.5 and 1771.1

All contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder:\_\_\_\_\_

DIR Registration Number:\_\_\_\_\_

DIR Registration Expiration:\_\_\_\_\_

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

Name and Title\_\_\_\_\_

Dated\_\_\_\_\_

**CONTRACTOR'S LICENSING STATEMENT**

The undersigned is licensed in accordance with the laws of the State of \_\_\_\_\_ providing for the registration of contractors. The representations made herein and in the proposal documents are made under penalty of perjury. The undersigned is hereby representing that he is properly licensed both at the time that he submits a bid as well as at the time the contract is awarded, if the contract is awarded to the undersigned.

**CONTRACTOR'S CLASSIFICATION** \_\_\_\_\_

**LICENSE NUMBER** \_\_\_\_\_ **TYPE** \_\_\_\_\_ **EXPIRATION DATE** \_\_\_\_\_

**A. INDIVIDUAL CONTRACTOR**

|                                       |
|---------------------------------------|
| <b>NAME OF INDIVIDUAL CONTRACTOR:</b> |
| <b>BUSINESS ADDRESS:</b>              |
| <b>PHONE NUMBER:</b>                  |
| <b>SIGNATURE OF OWNER:</b>            |

**B. FIRM OR PARTNERSHIP**

|  |                     |
|--|---------------------|
| <b>NAME OF FIRM OR PARTNERSHIP:</b>  |                     |
| <b>BUSINESS ADDRESS:</b>   |                     |
| <b>PHONE NUMBER:</b>   |                     |
| <b>SIGNATURE(S) &amp; TITLE OF MEMBERS SIGNING ON BEHALF OF THE PARTNERSHIP:</b> |                     |
| <b>SIGNATURE:</b> _____  | <b>TITLE:</b> _____ |
| <b>SIGNATURE:</b> _____  | <b>TITLE:</b> _____ |
| <b>SIGNATURE:</b> _____  | <b>TITLE:</b> _____ |

**C. CORPORATION**

|  |                     |
|--|---------------------|
| <b>NAME OF CORPORATION:</b>                            |                     |
| <b>BUSINESS ADDRESS:</b>                               |                     |
| <b>PHONE NUMBER:</b>                                   |                     |
| <b>SIGNATURE OF AUTHORIZED OFFICER OF CORPORATION:</b> |                     |
| <b>SIGNATURE:</b> _____                                | <b>TITLE:</b> _____ |

Revised 0608

Project Title: \_\_\_\_\_

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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. Date: \_\_\_\_\_  
(Contractor) By: (Signature) (Title)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

## **Cal/OSHA Form 300A**

### **Annual Summary of Work-Related Injuries and Illnesses**

**Bidders shall provide the most current, completed  
Cal/OSHA Form 300A with their bid (blank form attached)**

**Failure to submit this form “may” deem your bid non-responsive**

## Cal/OSHA Form 300A (Rev. 7/2007)

## Appendix B

## Annual Summary of Work Related Injuries and Illnesses



Department of Industrial Relations  
Division of Occupational Safety & Health

Year 20 \_\_\_\_

All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the Cal/ OSHA Form 300 in its entirety. They also have limited access to the Cal/ OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/ OSHA's recordkeeping rule, for further details on the access provisions for these forms.

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|--|--|--|
| _____                  | _____  | _____  | _____                                  |
| (G)                    | (H)  | (I)  | (J)                                    |

## Number of Days

| Total number of days of job transfer or restriction | Total number of days away from work |
|---|-------------------------------------|
| _____   | _____                               |
| (K)   | (L)                                 |

## Injury and Illness Types

Total number of...  
(M)

|                            |       |                         |       |
|----------------------------|-------|-------------------------|-------|
| (1) Injuries               | _____ | (4) Poisonings          | _____ |
| (2) Skin disorders         | _____ | (5) Hearing loss        | _____ |
| (3) Respiratory conditions | _____ | (6) All other Illnesses | _____ |

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

## Facility Information

Establishment name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

Industry description (e.g. Manufacturer of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g. SIC 3715)

## Employment Information

(If you don't have these figures, use the optional Worksheet to estimate)

Annual average number of employees \_\_\_\_\_

Total hours worked by all employees last year \_\_\_\_\_

## Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

\_\_\_\_\_  
Company executive Title

\_\_\_\_\_  
Phone Date





## SAMPLE ALL PURPOSE ACKNOWLEDGEMENT FORM

Per Civil Code 1189 a notice must be legible and provided at the top in an enclosed box to be deemed responsive

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT****CIVIL CODE 1189**

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

State of California

County of

## EXHIBIT "1"

REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(30 SQUARE FEET)





EXHIBIT "2"

REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(93 SQUARE FEET)





### EXHIBIT "3"



REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(160 SQUARE FEET)

## EXHIBIT "4"

REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(150 SQUARE FEET)






## EXHIBIT "5"

REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(52 SQUARE FEET)





EXHIBIT "6"

A photograph showing the entrance to a tennis court. A green tennis court is visible through a chain-link fence. In the foreground, a concrete path leads to a metal gate. A large, rectangular, pink safety mat is laid out on the grass to the right of the gate. A yellow callout box with a red border and a red arrow pointing to the mat contains the following text: "REMOVE AND REPLACE CONCRETE PER VALLEY-WIDE DETAILS LC-02 AND LC-03. LANDING NOT TO EXCEED 2% IN ANY DIRECTION (52 SQUARE FEET)".

REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03. LANDING  
NOT TO EXCEED 2% IN ANY  
DIRECTION  
(52 SQUARE FEET)



## EXHIBIT "7"

REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(30 SQUARE FEET)



## EXHIBIT "8"



REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(416 SQUARE FEET)



## EXHIBIT "9"



SAWCUT AT RED LINE.  
REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(87 SQUARE FEET)

## EXHIBIT "10"



REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(132 SQUARE FEET)



# EXHIBIT "11"

REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(110 SQUARE FEET)



## EXHIBIT "12"



REMOVE AND REPLACE  
CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(200 SQUARE FEET)



## EXHIBIT "13"

REMOVE ENTIRE RIBBON  
GUTTER ADJACENT TO  
BALLFIELD #1 AND  
REPLACE CONCRETE PER  
VALLEY-WIDE DETAILS  
LC-02 AND LC-03  
(110 LINEAR FEET)





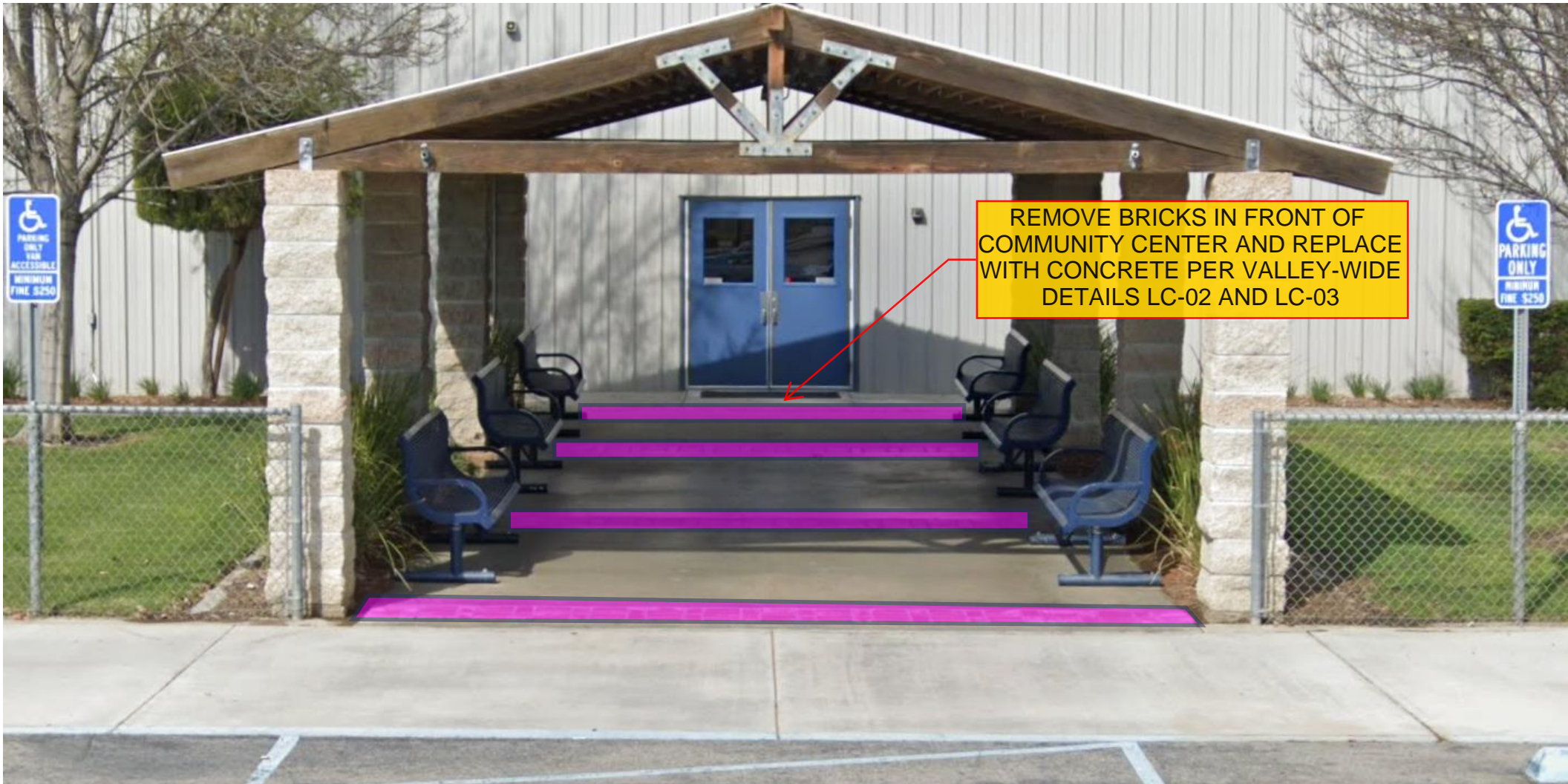
EXHIBIT "14"



REMOVE AND  
REPLACE CONCRETE  
PER VALLEY-WIDE  
DETAILS LC-02 AND  
LC-03, LANDING NOT  
TO EXCEED 2% IN ANY  
DIRECTION  
(135 SQUARE FEET)



EXHIBIT "15"



## EXHIBIT "16"



INSTALL CHAIN  
LINK FENCING PER  
VALLEY-WIDE  
DETAIL LC-10  
(5 LINEAR FEET)



EXHIBIT "17"



## EXHIBIT "18"



REPLACE EXISTING DRINKING FOUNTAIN  
WITH MDF #440 SMFA BLUE OR  
APPROVED EQUAL DRINKING FOUNTAIN  
WITH HI/LOW BOWLS. INSTALL CLEAR  
FLOOR SPACE 2% MAX SLOPE. WORK TO  
COMPLY WITH THE AMERICANS WITH  
DISABILITIES ACT AND CALIFORNIA  
BUILDING CODE

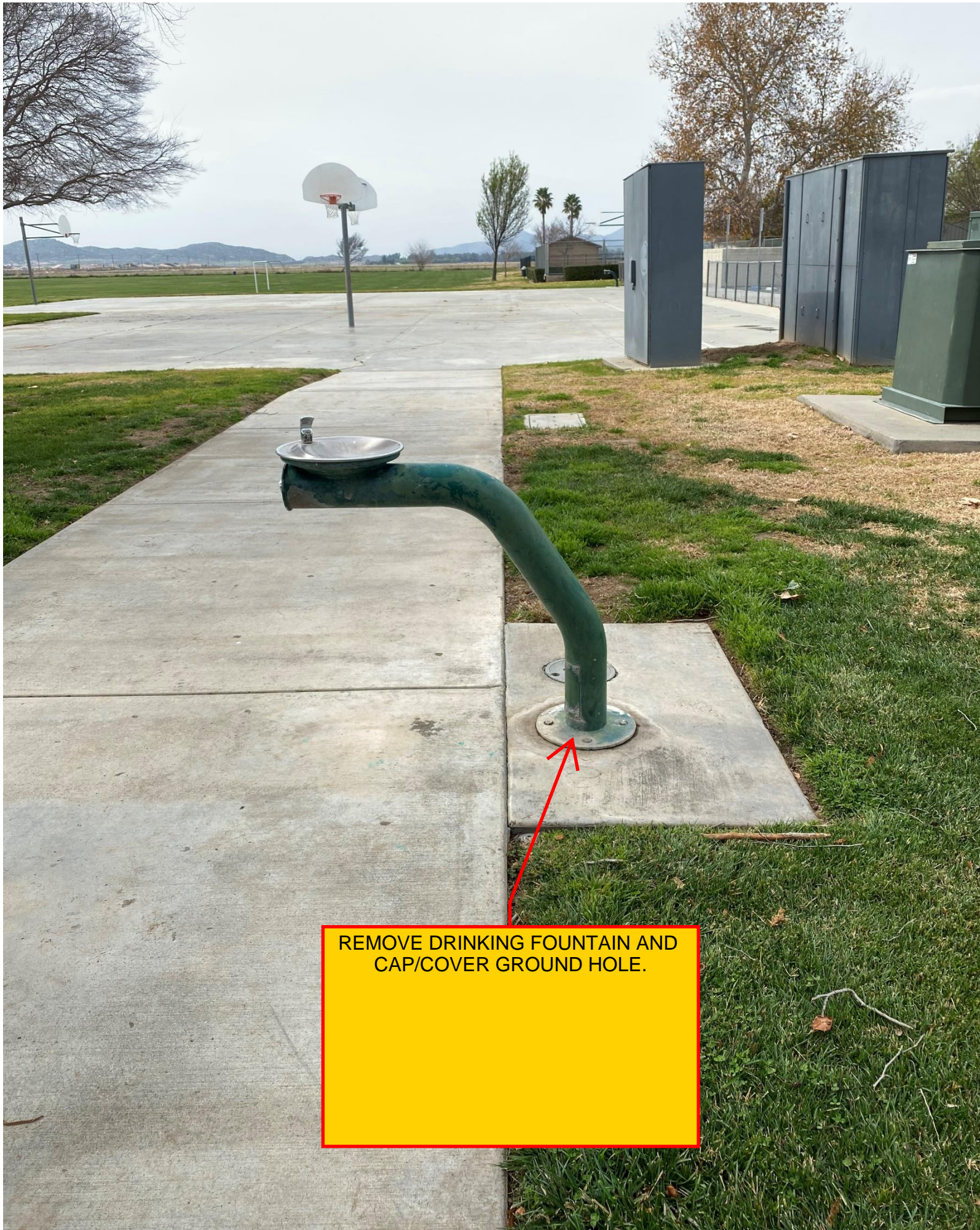
## EXHIBIT "19"



REPLACE EXISTING DRINKING FOUNTAIN  
WITH MDF #440 SMFA BLUE OR  
APPROVED EQUAL DRINKING FOUNTAIN  
WITH HI/LOW BOWLS. INSTALL CLEAR  
FLOOR SPACE 2% MAX SLOPE. WORK TO  
COMPLY WITH THE AMERICANS WITH  
DISABILITIES ACT AND CALIFORNIA  
BUILDING CODE



EXHIBIT "20"



REMOVE DRINKING FOUNTAIN AND  
CAP/COVER GROUND HOLE.



## EXHIBIT "21"



REMOVE AND REPLACE MOW  
CURB PER VALLEY-WIDE  
DETAILS LC-06 AND LC-33. CHAIN  
LINK FENCING IS TO REMAIN  
PROTECTED IN PLACE.  
(72 LINEAR FEET)



# Accessibility Report



## Valley-Wide Recreation and Park District Winchester Park And Francis Domenigoni Community Center

32665 Haddock Street  
Winchester, CA 92596

Prepared By

**Disability Access Consultants, LLC**

(800) 743-7067





## Winchester Park And Francis Domenigoni Community Center

### Restrooms - Restroom Building : Distance from Back Wall to Front of Grab Bar

---

#### Unisex Restroom Next to Field 1

##### Finding

The distance from the back wall to the front of the grab bar is less than required.

**On-Site Finding** 52.75 inches

##### Recommendation

Install or move the grab bar to create the required distance from the back wall to the front of the grab bar.

**Recommendation** At least 54.00 inches

**Code Reference** ADA 603, 609, 604.5, CA 11B-604.5,609

**Record Number** 19631



### Restrooms - Restroom Building : Lavatory - Supply Lines Wrapping

---

#### Unisex Restroom Next to Field 1

##### Lavatory

##### Finding

Supply lines are not wrapped at the lavatory.

**On-Site Finding** Not Wrapped

##### Recommendation

Wrap the supply lines around lavatory according to compliance.

**Code Reference** ADA 213, 606, 606.5, CA 11B-606.5

**Notes** : Pipes Not Completely Wrapped.

**Record Number** 19443



## Winchester Park And Francis Domenigoni Community Center

### Restrooms - Restroom Building : Lavatory Clear Floor Space Width

---

#### Unisex Restroom Next to Field 1

##### Lavatory

##### Finding

There is not sufficient clear floor space provided to allow an accessible forward approach.

**On-Site Finding** 16.25 inches

##### Recommendation

Relocate the lavatory to provide clear floor space.

Recommendation At least 30.00 inches

**Code Reference** ADA 213, 606, 606.2, 305.3, CA 11B-606.2,305

Notes : Pipes Not Completely Wrapped.

**Record Number** 19442



### Restrooms - Restroom Building : Wall Signage

---

#### Unisex Restroom Next to Field 1

##### Wall Sign

##### Finding

There is no signage indicating accessibility on the latch side of the entry door of the restroom.

**On-Site Finding** None Found

##### Recommendation

Provide compliant signage on latch side of door.

**Code Reference** ADA 703, 216, 216.8, CA 11B-216.8

**Record Number** 19444



## Winchester Park And Francis Domenigoni Community Center

### Restrooms - Restroom Building : Door Privacy Lock and Occupied Indicator

---

#### Unisex Restroom Next to Field 1

##### Finding

The restroom door does not provide a compliant privacy lock with occupancy indicator.

**On-Site Finding** None Found

##### Recommendation

Install a compliant privacy lock with occupancy indicator to the door.



**Code Reference** ADA 213, 213.2, CA 11B-213.2

**Record Number** 19441

### Restrooms - Restroom Building : Distance from Back Wall to Front of Grab Bar

---

#### Unisex Restroom Next to Play Area - Left

##### Finding

The distance from the back wall to the front of the grab bar is less than required.

**On-Site Finding** 53.00 inches

##### Recommendation

Install or move the grab bar to create the required distance from the back wall to the front of the grab bar.

**Recommendation** At least 54.00 inches



**Code Reference** ADA 603, 609, 604.5, CA 11B-604.5,609

**Record Number** 19436

## Winchester Park And Francis Domenigoni Community Center

### Restrooms - Restroom Building : Door Signage Height

---

#### Unisex Restroom Next to Play Area - Left

##### Door Sign - All Gender

##### Finding

The gender use signage on the entrance door is not mounted at the required height.

**On-Site Finding** 56.50 inches

##### Recommendation

Post gender use signage on the center of the door at the required height.

Recommendation 58.00 - 60.00 inches

**Code Reference** CA 11B- 703.7

**Record Number** 19452



### Restrooms - Restroom Building : Wall Signage

---

#### Unisex Restroom Next to Play Area - Left

##### Wall Sign

##### Finding

There is no signage indicating accessibility on the latch side of the entry door of the restroom.

**On-Site Finding** None Found

##### Recommendation

Provide compliant signage on latch side of door.

**Code Reference** ADA 703, 216, 216.8, CA 11B-216.8

**Record Number** 19453



## Winchester Park And Francis Domenigoni Community Center

### Restrooms - Restroom Building : Rear Grab Bar Location

---

#### Unisex Restroom Next to Play Area - Right

##### Finding

Rear grab bar location is not compliant.

**On-Site Finding** Not Compliant

##### Recommendation

Remount the rear grab bar to provide a minimum of 12 inches of extension from the center line of the of the water closet on one side and 24 inches of extension on the side.

**Code Reference** ADA 604.5, CA 11B-604.5

**Record Number** 19458



## Winchester Park And Francis Domenigoni Community Center

### Restrooms - Restroom Building : Door Signage Height

---

#### Unisex Restroom Next to Play Area - Right Door Sign - All Gender

##### Finding

The gender use signage on the entrance door is not mounted at the required height.

**On-Site Finding** 57.50 inches

##### Recommendation

Post gender use signage on the center of the door at the required height.

**Recommendation** 58.00 - 60.00 inches

**Code Reference** CA 11B- 703.7

**Record Number** 19465



### Restrooms - Restroom Building : Lavatory Pipes Wrapping

---

#### Unisex Restroom Next to Play Area - Right Lavatory

##### Finding

The pipes under the lavatory do not provide protection against contact.

**On-Site Finding** Pipes not wrapped.

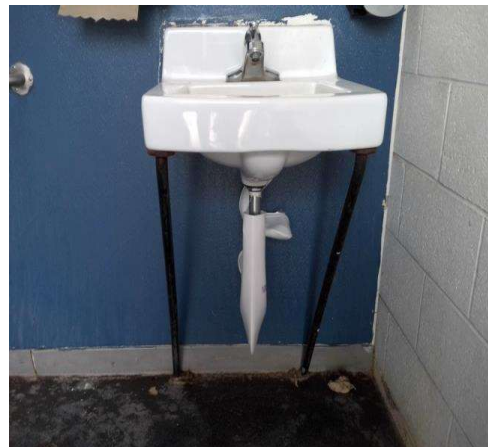
##### Recommendation

Insulate or otherwise configure pipes under the lavatory to protect against contact. Make certain there are no sharp or abrasive surfaces under the lavatory.

**Code Reference** ADA 213, 606, 606.5, CA 11B-606.5

**Notes** : Pipes Not Completely Wrapped.

**Record Number** 19464





## Winchester Park And Francis Domenigoni Community Center

### Restrooms - Restroom Building : Wall Signage

---

#### Unisex Restroom Next to Play Area - Right Wall Sign

##### Finding

There is no signage indicating accessibility on the latch side of the entry door of the restroom.

**On-Site Finding** None Found

##### Recommendation

Provide compliant signage on latch side of door.



**Code Reference** ADA 703, 216, 216.8, CA 11B-216.8

**Record Number** 19466

**Restrooms - Restroom Building : Lavatory Clear Floor Space Width**

---

**Unisex Restroom Next to Play Area - Left  
Lavatory**

**Finding**

There is not sufficient clear floor space provided to allow an accessible forward approach.

**On-Site Finding** 15.50 inches

**Recommendation**

Relocate the lavatory to provide clear floor space.

Recommendation      At least 30.00 inches

**Code Reference**      ADA 213, 606, 606.2, 305.3, CA  
11B-606.2,305

**Record Number**      19451





## Winchester Park And Francis Domenigoni Community Center

### Restrooms - Restroom Building : Toilet Minimum Distance From Any fixture

---

#### Unisex Restroom Next to Field 1

##### Finding

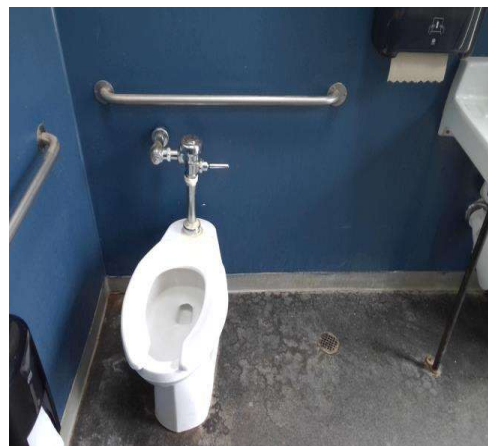
The toilet is not located in a space which provides the minimum required distance from a fixture or the minimum required clear space from a wall at the wide side.

**On-Site Finding** 40.25 inches

##### Recommendation

Locate the toilet in a space which provides the required clearances.

**Recommendation** At least 42.00 inches



**Code Reference** ADA 603, 604.2, CA 11B-604.2

**Record Number** 19630

## Winchester Park And Francis Domenigoni Community Center

### Restrooms - Restroom Building : Restroom

---

#### Unisex Restroom Next to Field 3

##### Finding

The restroom is not accessible and cannot be easily altered. There is no sufficient clear floor space to accommodate an individual in a wheelchair.

**On-Site Finding** Not Accessible

##### Recommendation

Consult a design professional to modify the restroom for access compliance.



**Code Reference** ADA 603, 213, 213.1, 603.1

Notes : Used As Storage at Time of Inspection, Unable to Gain Access.

**Record Number** 19508

### Restrooms - Restroom Building : Toilet Minimum Distance From Any fixture

---

#### Unisex Restroom Next to Play Area - Right

##### Finding

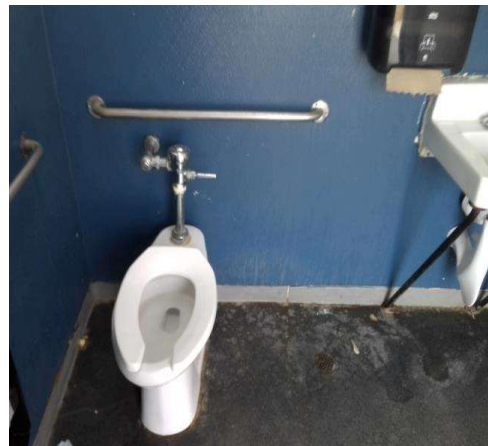
The toilet is not located in a space which provides the minimum required distance from a fixture or the minimum required clear space from a wall at the wide side.

**On-Site Finding** 40.25 inches

##### Recommendation

Locate the toilet in a space which provides the required clearances.

**Recommendation** At least 42.00 inches



**Code Reference** ADA 603, 604.2, CA 11B-604.2

**Record Number** 19457

## Winchester Park And Francis Domenigoni Community Center

### Restrooms - Restroom Building : Toilet Distance From Wall

---

#### Unisex Restroom Next to Play Area - Right

##### Finding

The distance from the center of the toilet to the nearest side wall does not meet the required distance.

**On-Site Finding** 19.00 inches on center

##### Recommendation

Relocate the toilet so the distance from the center line of the toilet to the nearest side wall meets the required distance.

Recommendation 17.00 - 18.00 inches

**Code Reference** ADA 603, 604.2, CA 11B-604.2

**Record Number** 19455



### Restrooms - Restroom Building : Lavatory Clear Floor Space Width

---

#### Unisex Restroom Next to Play Area - Right Lavatory

##### Finding

There is not sufficient clear floor space provided to allow an accessible forward approach.

**On-Site Finding** 16.37 inches

##### Recommendation

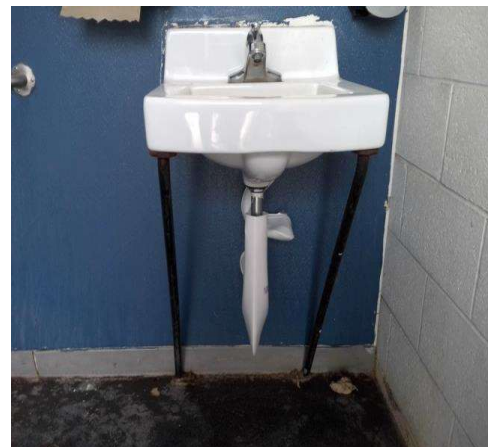
Relocate the lavatory to provide clear floor space.

Recommendation At least 30.00 inches

**Code Reference** ADA 213, 606, 606.2, 305.3, CA 11B-606.2,305

Notes : Pipes Not Completely Wrapped.

**Record Number** 19463



**Winchester Park And Francis Domenigoni Community Center**



**Winchester Park And Francis Domenigoni Community Center**

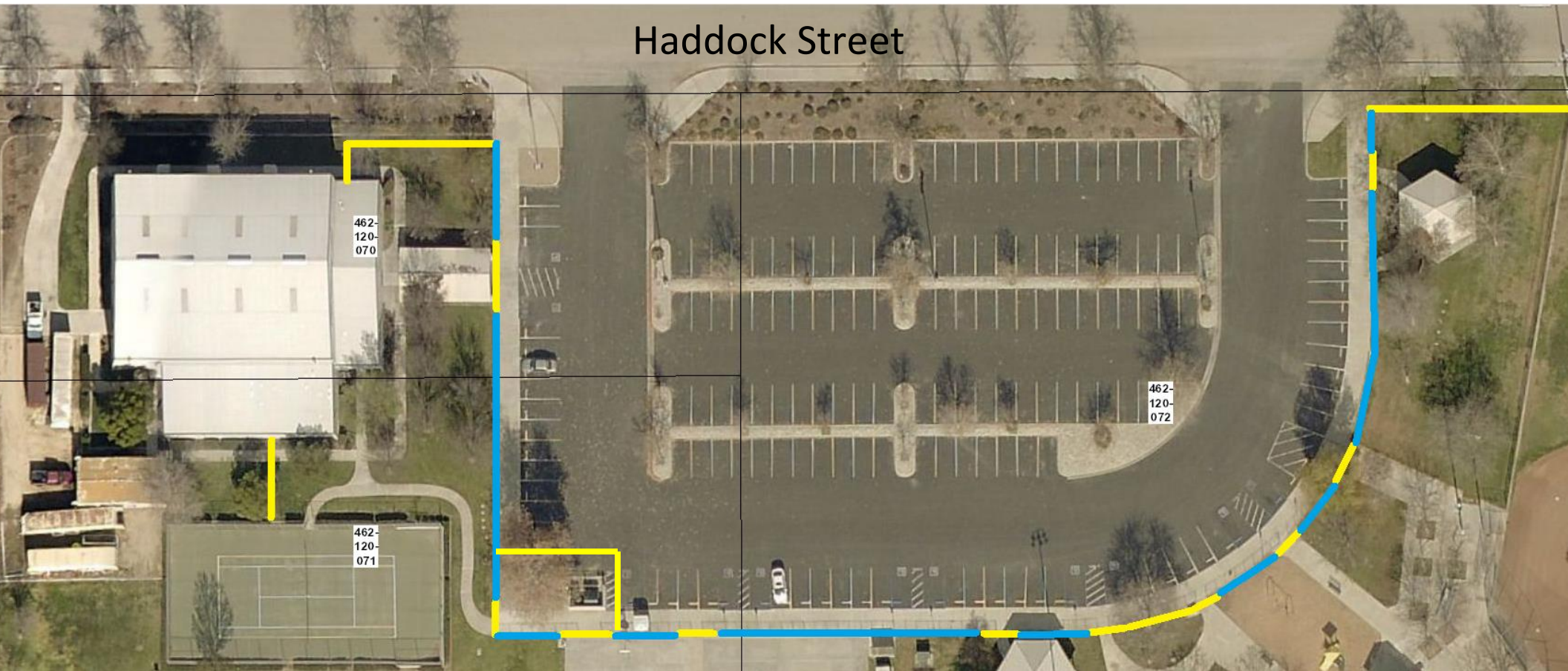
32665 Haddock Street  
Winchester, CA 92596

Prepared By  
**Disability Access Consultants, LLC**  
(800) 743-7067

Prepared Using  
**DAC**  **TRAK**



# Temporary Fencing Layout



- Existing Park Fencing
- Proposed Temporary Fencing