

4-14-81

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STREET LIGHTING SYSTEM MODIFICATIONS
ON
5th STREET between J & L STREETS
K STREET between 4th & 6th STREETS

C. C. 2716

Sacramento, California.

SEPARATE
PLANS

Bids to be Received: May 5, 1981

CONTRACT DOCUMENTS FOR SITE PREPARATION

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INVITATION FOR BIDS

The City of Sacramento will receive bids for Street Lighting System Modifications
on 5th St. Bet. J & L Sts. and K St. Bet. 4th and 6th Sts.

until 10:00 a.m. on the 5th day of May, 1981, at the
office of the City Clerk, Room 203, City Hall, Sacramento, California 95814 and
then publicly opened and read aloud in the Chambers of the City Council at 10:15
a.m. on 5/5/81.

Contract Documents, including Drawings and Technical Specifications, are on file at
the office of the City Clerk, in Room 203, City Hall, Sacramento, California
95814.

Copies of the Contract Documents may be obtained by depositing \$ -0- with
the City for each set of documents so obtained. Each such deposit will be refunded
if the Drawings and Contract Documents are returned in good condition within 10
days after bid opening.

A certified check or bank draft, payable to the order of the City of Sacramento,
negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond execut-
ed by the Bidder and an acceptable surety, in an amount equal to ten percent (10%)
of the total of Bid for Site Preparation shall be submitted with each bid.

Attention is called to the fact that not less than the minimum salaries and wages
as set forth in the Contract Documents must be paid on this project, and that the
Contractor must ensure that employees and applicants for employment are not discrim-
inated against because of their race, color, religion, sex, or national origin.

All contractors, subcontractors and all concerned must comply with the rate of
wages per hour as established by the Director of the Department of Industrial
Relations under provisions of Sections 1770 and 1773 of the Labor Code of the State
of California, a copy of which is on file in the office of the City Clerk, or such
other rate of wages as may hereafter be established by the Director of the Depart-
ment of Industrial Relations in compliance with Section 1770 of the Labor Code of
the State of California.

The City of Sacramento reserves the right to reject any or all bids or to waive any
informalities in the bidding.

Bids may be held by the City of Sacramento for a period not to exceed forty-five
(45) days from the date of the opening of bids for the purpose of reviewing the
bids and investigating the qualifications of bidders, prior to awarding of the
Contract.

Pursuant to Executive Order 11246, as amended, on Equal Employment Opportunity, a
prime contractor and subcontractor who signs a contract on a Federally-assisted
construction project are required to take affirmative action toward equal employ-
ment opportunity and are required under certain conditions to present written
Affirmative Action Programs. At pre-construction conferences, the successful
bidder and his known principal subcontractors shall be required to present and
discuss the approach to be taken by the successful bidder and subcontractors to
implement the requirements of affirmative action for equal employment and training
in accordance with Executive Order 11246, as amended.

CITY OF SACRAMENTO

By Lorraine Magana

Title City Clerk

Dated April 14, 19 81

INSTRUCTIONS TO BIDDERS

To be considered, Proposals must be made in accordance with these Instructions to Bidders.

Documents: Bidders may obtain Drawings and Specifications from the City of Sacramento City Clerk's office.

Examination: Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payment for conditions which can be determined by examining the site and documents.

Questions: Submit all questions about Drawings and Specifications to the City Engineer in writing. Replies will be issued to all prime bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract. The City of Sacramento will not be responsible for oral clarification. Questions received less than seventy-two (72) hours before bid opening cannot be answered.

Basis of Bids: The bidder must include all unit cost items and lump sum items shown on the Proposal forms. The bidder must complete all the necessary forms and Affirmative Action requirements as supplied in the bidding documents which shall include but not necessarily be limited to:

- a. Notice to Contractors
- b. Instructions to Bidders
- c. Bid Conditions, Affirmative Action Requirements, Equal Employment Opportunity
- d. Sealed Proposal Form
- e. Sub-Bidder Form

Affirmative Action Requirements: The bidder must comply with the requirements specified in the "Bid Conditions Affirmative Action Requirements, Equal Employment Opportunity" and is also notified that because of the involvement of Federal funds in this project, the bidder will be required to submit "Monthly Employment Utilization Reports" Standard Form 257 (see attached copy) to:

The Greater Sacramento Plan
4320 Stockton Boulevard
Sacramento, California 95820

U. S. DEPARTMENT OF LABOR
Employment Standards Administration, OFCCP

**MONTHLY EMPLOYMENT
UTILIZATION REPORT**

1. COVERED AREA (SMSA OR EA)

3. CURRENT GOALS

4. REPORTING PERIOD

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.

2. EMPLOYERS I.D. NO.

MINORITY:

FROM:

FEMALE:

TO:

NAME AND LOCATION OF CONTRACTOR

FEDERAL
FUNDING
AGENCY

5. CONSTRUCTION TRADE	Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)										9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES			
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE	M	F	M	F
		M	F	M	F	M	F	M	F	M	F						
	Journey worker																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	Journey worker																
	APPRENTICE																
	TRAINEE																
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	Journey worker																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	TOTAL JOURNEY WORKERS																
	TOTAL APPRENTICES																
	TOTAL TRAINEES																
	GRAND TOTAL																

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (Include area code)

13. DATE SIGNED

PAGE

OF

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

- Compliance Agency U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
- Federal Funding Agency U.S. Government agency funding project (in whole or in part). If more than one agency, list all.
- Contractor Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.
- Minority Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women.
1. Covered Area Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's Identification Number Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female) See contract Notification.
4. Reporting Period Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e) a. The total number of male hours and the total number of female hours worked by employees in each classification.
b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
- Classification The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)
7. Minority Percentage The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage For each trade the number reported in 6a. F divided by the sum of the numbers reported in 6a. M and F.
9. Total Number of Employees Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Document.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Sacramento. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the City of Sacramento and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Sacramento will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

5. BIDS

- a. All Bids must be submitted on forms supplied by the City of Sacramento and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words ("Site Preparation Bid Documents"), project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the bid.
- c. The City of Sacramento may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the City of Sacramento to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

Principals

Names
Social Security Numbers
Home addresses, including City, State & Zip Code

Firm

Name
Treasury Number
Address
City, State, & Zip Code

6. BID GUARANTY

- a. The Bid must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The

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Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City of Sacramento. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, Bid Bonds and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the bids.

7. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to the City of Sacramento for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall upon request of the City of Sacramento submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the Site Preparation, his organization and equipment available for the work contemplated, and, when specifically requested by the City of Sacramento, a detailed financial statement. The City of Sacramento shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City of Sacramento all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City of Sacramento that the Bidder is qualified to carry out properly the terms of the Contract.

9. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in Section 109 hereof.

10. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

11. TIME FOR RECEIVING BID

- a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the City of Sacramento that the nonarrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

12. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City Council will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery

In the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The City of Sacramento, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City of Sacramento reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Site Preparation Contract.

15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City of Sacramento an Agreement in the form included in the Contract Documents in such number of copies as the City of Sacramento may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in the penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.²
- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the City of Sacramento may grant, based upon reasons determined sufficient by the City of Sacramento, shall constitute a default, and the City of Sacramento may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising the defaulting Bidder shall have no claim against the City of Sacramento for a refund.

16. WAGES AND SALARIES

- a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II (and PART III).
- b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

² The City of Sacramento requires a Performance Bond and a Payment Bond; Performance Bond to be in the sum of not less than 100% of the contract and the Payment Bond to be in the sum of not less than 100% of the contract amount. These bonds shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the total penal sum shall be within the maximum specified for such company in said Circular 570.

EQUAL OPPORTUNITY CLAUSE

SECTION 60-4.3 Equal Opportunity Clauses

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in and is part of, all non-exempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all non-exempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Section 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.
- (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language 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 of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive 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 a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportu-

nity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

- (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in Government bills of lading, transportation requests, contracts for deposit of Government funds, contracts for issuing and paying U.S. Savings Bonds and notes, contracts and subcontracts less than \$50,000 and such other contracts as the Director may designate.
- (e) Incorporation by operation of the order and agency regulations. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts. The clause may also be applied by agency regulations to every non-exempt contract where there is no written contract between the agency and the contractor.
- (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

(33 F.B. 7804, May 22, 1965, as amended at 34 FR 744 Jan. 17, 1969; 40 FR 14083, Mar. 28, 1975)

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Program. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

REPORTING REQUIREMENTS

Construction contractors holding Federal construction contracts or subcontracts and/or Federally assisted construction contracts or subcontracts are required under Title 41 CFR 60-4 and Executive Order 11246 to report their entire construction workforce within each plan area or non plan area county in which they are performing construction work on a Federally funded or Federally assisted construction project.

Prime contractors have the responsibility of informing subcontractors of their obligations under the construction compliance program, and prime contractors have the responsibility of making certain each subcontractor has met the initial and monthly report filing requirements, which are as follows:

1. Standard Form 257 must be filed by the fifth day of each month showing the total number of hours worked by each minority group in each trade or classification, and for women in each trade or classification. Minority women are reported in the appropriate minority group as well as in the report for women. The SF 257 may be broken off to include the last full pay period of the month, and need not conform to the actual work days of the calendar month. All time worked on a construction project in the plan area or county must be reported, however. The report must cover all of the contractor's or subcontractor's construction workforce in the plan area or county, whether on a Federal project or not, as long as any worker is on a Federal project. No separate form is required for the Federal project, and a single SF 257 reporting all work in each plan area or county is sufficient. Each contractor and subcontractor must submit an SF 257 for each plan area and/or non plan area county in which they have a Federal construction project. Only one contractor can report on a single SF 257. A copy of the revised SF 257 is attached.
2. With the initial SF 257 (the first response to this letter or notice is an initial reporting) each contractor must submit the following:
 - a. A list of all Federally funded or assisted contracts showing funding or contracting agency or agencies, the contract number(s), the project location(s), the dollar value of the contract, the percentage of completion of the project or each project, and the projected completion date(s).
 - b. A list of all covered non-Federal projects.
3. Subsequent to the initial SF 257 reporting, the contractor or subcontractor must report all additional Federal and non-Federal projects in the same manner as above.
4. Prime contractors and subcontractors having sub-subcontractors must submit a list of all subcontractors for each project.

Contractors are required to make good faith efforts to attain reasonable levels of minority and female utilization within non plan area counties. In the absence of specific minority ranges, consideration should be given to the ratio of minorities in the county and in surrounding areas and to the availability of minorities within a reasonable recruitment area.

Contractors are required to either conform to the provisions of a Hometown Plan (Part I), currently approved by the U. S. Department of Labor, or to evidence the good faith performance of the specific affirmative action steps in paragraph 7 of the Standard Federal EEO Construction Contract Specifications (Part II) (See 41 CFR 60-4.3(a)).

Jurisdiction as to OFCCP area office or region is determined by the project location. Firms having projects in more than one area office jurisdiction or more than one region must report to each and should so inform the area or region to which the report is furnished.

Reports for this contract are to be submitted to the following offices:

Greater Sacramento Area Plan
4320 Stockton Boulevard
Sacramento, California 95821

Mr. Jim Southard, Area Director
U. S. Department of Labor
Office of Federal Contract Compliance Programs
P.O. Box 12157
Oakland, California 94604

GOALS AND TIMETABLES
SACRAMENTO, CALIFORNIA

APPENDIX A

The following goals and timetables for female utilization shall be included in all construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

AREA COVERED

Goals for Women apply Nationwide

GOALS AND TIMETABLES

Timetable	Goals (percent)
Until further notice	6.9

APPENDIX B

Until further notice the following goals and timetables for minority utilization shall be included in all construction contracts and subcontracts in excess of \$10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

SACRAMENTO, CALIFORNIA

Area covered - Sacramento, Yolo, and Placer Counties, California.

GOALS AND TIMETABLES

Timetable	Trade	Goal (percent)
Until further notice	All	16.1

BID FOR SITE PREPARATION

TO THE HONORABLE CITY COUNCIL OF THE CITY OF SACRAMENTO:

Gentlemen:

1. The undersigned, having familiarized _____ with the existing conditions on _____
(himself) (themselves) (itself)
the Project Area affecting the cost of the work, and with the Contract Documents [which include Invitation for Bids, Instructions to Bidders, the Form of Bid, the Form of Bid Bond, Form of Contract (or Agreement), Form of Bid Declaration, Addenda (if any), General Conditions, Part I, II and III, Special Conditions, Technical Specifications, Drawings (as listed in the Schedule of Drawings), and Form of Surety Bonds; as prepared by the City of Sacramento, Engineer, and on file in the office of the City Clerk], hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete:

All in accordance with the above-listed documents at and for the unit prices for work in place for the following items and quantities:

Item No.	Description	Est. Quantity	Unit of Measure	Unit Price	Total
1.	Street Lighting System Modifications on 5th Street between J & L Streets and K Street between 4th & 6th Streets	1	Job	\$ L. S. _____	\$ _____

In submitting this bid, the bidder understands that the right is reserved by the City of Sacramento to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the opening thereof, or at any time thereafter before this bid is withdrawn the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the agreement is presented to him for signature.

3. Security in the sum of _____ Dollars (\$ _____)
in the form of _____, is submitted in accordance with the INSTRUCTIONS TO BIDDERS.
4. Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.
5. The bidder is prepared to submit a financial and experience statement upon request.
6. The bidder represents that he () has, () has not, participated in a previous contract or subcontract subject to the Equal Employment Opportunity Clause of Executive Order 11246 of September 24, 1965, as amended October 31, 1967; that he () has, () has not filed all required compliance reports; that he () has, () has not an Affirmative Action Program on equal employment opportunity; that he will, if required, furnish a written Affirmative Action Program; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to sub-contract awards. The bidder further represents that he will, if required, submit and require proposed sub-contractors to submit a compliance report prior to the award of the contract or sub-contract and a written Affirmative Action Program, if required, within a specified time after award.

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item the item price shall prevail over the sum set forth as the total for the item. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C.1001.

Date _____, 19____

(Name of Bidder)

Home Address: _____

By: _____

Title: _____

Social Security Number _____

Official Address: _____

Bidder's License No. _____

State of _____

Telephone No.: _____

Organized as a: (Mark One)

- Proprietorship
 Partnership
 Corporation
Incorporated under the laws of the State of

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of California)
) ss.
County of _____)

_____, BEING FIRST DULY SWORN,
deposes and says that:

(1) He is _____ of
(owner, partner, officer, representative, or agent)

_____, the Bidder who has
submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached
Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any
way colluded, conspired, connived or agreed, directly or indirectly, with any other
Bidder, firm or person to submit a collusive or sham bid in connection with the Contract
for which the attached Bid has been submitted or to refrain from bidding in connection
with such Contract, or has in any manner, directly or indirectly, sought by agreement
or collusion or communication or conference with any other Bidder, firm or person to
fix the price or prices in the attached Bid or of any other Bidder, or, to fix any over-
head, profit or cost element of the bid price or the bid price of any other Bidder, or
to secure through any collusion, conspiracy, connivance or unlawful agreement any advan-
tage against the City or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and
are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the
part of the Bidder or any of its agents, representatives, owners, employees, or
parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me

this _____ day of _____, 19____

Notary Public In and For
said County and State

My Commission Expires _____, 19____.

STATEMENT OF BIDDER'S QUALIFICATIONS

(Site Preparation Contractor)

(To be submitted by the Bidder only upon the specific request of the City.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
If so, where and why?
9. Have you ever defaulted on a contract?
If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ _____.
15. Give Bank reference: _____
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Sacramento?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Sacramento in verification of the recitals comprising this Statement of Bidder's Qualifications. Dated at _____ this _____ day of _____, 19____.

(Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

_____ being duly sworn deposes and says that
he is _____ of _____
(Name of Organization)

_____ and that the answers to the foregoing questions and all
statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 19____.

(Notary Public)

My commission expires _____, 19____.

NOTICE TO BIDDERS: Please identify all sheets attached by heading "Statement of Bidder's Qualifications" and name of Bidder and numbered item (for specific data requested).

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKMEN'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of section 3700 et seq. of the Labor Code which require every employer to be insured against liability for workmen's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of the work on this contract.

SIGNATURE

TITLE

ADDRESS

DATE

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

BIDDER'S SACRAMENTO PLAN CERTIFICATE OF COMPLIANCE
FOR AFFIRMATIVE ACTION REQUIREMENTS AND EQUAL EMPLOYMENT OPPORTUNITY

_____ certifies that:

(Bidder)

1. It intends to use the following listed construction trades in the work under the Contract _____

_____ ; and

- 2 (a) As to those trades set forth in the preceding Paragraph 1, hereof for which it is eligible under Part I of these Bid Conditions for participation in the Sacramento Plan, it will comply with the Sacramento Plan on all construction work (both Federal and Non-Federal) in the Greater Sacramento Area within the scope of coverage of that Plan, those trades being:

and/or

- (b) As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both Federal and Non-Federal) in the Greater Sacramento Area subject to these Bid Conditions, those trades being:

_____ ; and

3. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

(Signature of Authorized Representative
of Bidder)

GUARANTEE

We hereby guarantee the

which we propose to install in the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the period from the date of acceptance without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages therefor immediately upon demand.

Signed:

Dated:

A G R E E M E N T

THIS AGREEMENT entered into as of _____
between the CITY OF SACRAMENTO, a municipal corporation, hereinafter called
the City, and _____
hereinafter called the Contractor.

The parties hereto mutually agree as follows:

1. Contract Documents

The following contract documents relating to this agreement are hereby made a part of and incorporated by reference into this Contract: The Advertisement, Notice to Contractors, the Bid, the Agreement, Standard Specifications, General Specifications, Special Provisions and Plans applicable to this work, and all modifications incorporated in said documents before their execution. Any work called for in one contract document or plan and not mentioned in the other is to be performed and executed the same as if mentioned in all contract documents and plans.

2. Scope of Contract

The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material, transportation and express necessary to perform and complete in a good and workmanlike manner, the work as called for in the manner designated in, and in strict conformity with, the Plans, Standard Specifications and Special Provisions adopted by the City Council of the City, which Plans and Special Provisions are entitled:

It is further understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in the Plans and Specifications under the direction and supervision of, and subject to the approval of the City or its representatives.

3. Contract Amount and Payments

City agrees to pay and the Contractor agrees to accept, in full payment for the above work the sum of _____ DOLLARS (\$ _____), which sum is to be paid according to the following schedule and subject to additions and deductions as provided in the general conditions of the Contract and in accordance with said bid and proposal as follows:

On the first of the month, Contractor shall present to City a statement showing the amount of labor and materials incorporated in the work during the preceding month; the City shall inspect the statement and issue a certificate for 90% of the amount it shall find to be due.

The final payment certificate of 10% will be made 35 days after the completion and acceptance by the City of the work included in this Contract and all payments will be due when certificates are issued, in accordance with the Standard Specifications and Special Provisions.

4. Delays Beyond Control of Contractor

The time during which Contractor is delayed in said work by the acts or neglect of City, its officers, agents or employees, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable delays as defined in the Standard Specifications, or by delay authorized by City shall be considered delays beyond the control of Contractor and the time of completion shall be extended for such reasonable time as the City Engineer may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

5. Prevailing Wages

Pursuant to Federal, State and local law, the City has ascertained the general prevailing rate of per diem wages and rates for legal holidays, and overtime work in the locality in which the work is to be performed for each craft or type of workman or mechanic needed to execute this contract.

This Contract is covered by the requirements of the Davis-Bacon Act as specified in General Specifications, General Conditions Part II and the requirements of the City as specified in General Specifications, General Conditions, Part III. If a conflict exists between the wages specified in the City's prevailing wage resolution and the minimum wages under the Davis-Bacon Act, the higher wage shall prevail.

6. Time of Completion and Liquidated Damages

The work which Contractor is required to perform under this Contract shall be commenced at the time stipulated by the City in the Notice to Proceed to the Contractor and shall be fully completed within _____ () calendar days thereafter. As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, Contractor and his Sureties shall be liable for and shall pay to the City the sum of _____ (\$ _____) as fixed and agreed liquidated damages for each calendar day of delay from the above date stipulated for completion or as modified in accordance with §109 of the General Specifications (General Conditions For Site Preparation), until such work is satisfactorily completed and accepted.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set forth above.

CITY OF SACRAMENTO, a municipal corporation

CITY MANAGER
or Authorized Representative

CONTRACTOR

By _____
(Signed)

APPROVED AS TO FORM:

CITY ATTORNEY

FUNDS AVAILABLE:

DIRECTOR OF FINANCE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Sacramento, State of California, has awarded to

.....
hereinafter designated as the "Principal," a contract for

.....
; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and

.....
as Surety, are held and firmly bound unto the City of Sacramento in the penal sum of

.....
DOLLARS

(\$.....), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

And the surety, for value received hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

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

Principal

By _____

Surety

By _____

APPROVED AS TO FORM:

City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The City of Sacramento, a municipal corporation, has
awarded to _____

hereinafter designated as the "Principal", a contract for

; and,

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Sacramento in the sum of _____

_____ DOLLARS

(\$ _____), said sum being equal to the estimated amount payable by the said City of Sacramento under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title XV, Part 4, Division 3, of the Civil Code, and provided that the claimant shall have complied with the provisions of said code; or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same and in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the Court.

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

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

PRINCIPAL

BY _____

SURETY

BY _____

APPROVED AS TO FORM:

CITY ATTORNEY

GENERAL SPECIFICATIONS

GENERAL CONDITIONS FOR SITE PREPARATION

PART I

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the City of Sacramento and the Contractor, of which these GENERAL CONDITIONS, PARTS I AND II (and III) form a part.
- b. The term "City" means the City of Sacramento which is authorized to undertake this contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the City to construct and install the Improvements embraced in this Site Preparation Contract.
- d. The term "Project Area" means the site of the Slum Clearance and Urban Redevelopment Project (or the Urban Renewal Project) within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.
- e. The term "Engineer" means the City Engineer, Engineer in charge, serving the City with architectural or engineering services, his successor, or any other person or persons, employed by said City for the purpose of directing or having in charge the work of Site Preparation embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties intrusted to him.
- f. The term "Local Government" means the City (town, borough, or political subdivision) of Sacramento, California, within which the Project Area is situated.
- g. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions Parts I and II (and III), Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- h. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- i. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates; the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this contract.
- j. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the City to prospective Bidders prior to the time of receiving Bids.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the City.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

- a. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- b. Monthly or partial payments made by the City to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

2. Final Payment

- a. After final inspection and acceptance by the City of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the City with a release in satisfactory form of all claims against the City arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.
- b. The City, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the City deems the same necessary in order to protect its interest. The City, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.
- c. Withholding of any amount due the City under Section 403, entitled "Liquidated Damages," under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

The City may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them.

The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the City shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 209 hereof.

109. CHANGES IN THE WORK.

- a. The City may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price, will be valid unless so ordered.
- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the City may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTION TO BIDDERS.
- d. If applicable unit prices are not contained in the Agreement, or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 - (1) If the proposal is acceptable the City will prepare the change order in accordance therewith for acceptance by the Contractor and
 - (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- e. Each change order shall include in its final form:
 - (1) A detailed description of the change in the work.
 - (2) The Contractor's proposal (if any) or a conformed copy thereof.
 - (3) A definite statement as to the resulting change in the contract price and/or time.
 - (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

110. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

- c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the City and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the City.
- d. If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 hereof.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

- a. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work and they shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefor.
- b. Liquidated Damages for Delays. If the work be not completed within the time stipulated in Section 402 hereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 403 hereof and the Contractor and his sureties shall be liable to the City for the amount thereof.
- c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
 - (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 - (2) To any acts of the City;
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
 - (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c."

Provided, however, that the Contractor promptly notify the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR-STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of the commencement of the dispute be presented by the Contractor to the City for

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decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.

- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Engineer in 7 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the City not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the City to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the City under the Contract and surety bond or bonds."

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in his possession which should be furnished by the City under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship

are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

- b. The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 hereof.)
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- e. The City may require the Contractor to dismiss from the work such employee or employees as the City or the Engineer may deem incompetent, or careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- b. Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
 - (4) The City will pay all other expenses.

119. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference

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have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the City, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall, at his own expense, secure and pay to the appropriate department of the City the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this contract.

120. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance, if required in the Technical Specifications.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City as provided in the Section 109 hereof.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the City from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

123. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the City and the ordinances and codes of the City, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the City and existing State and local regulations.

125. INSPECTION

- a. All materials and workmanship shall be subject to inspection, examination, or test by the City and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the City.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof.) All tests by the City will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the City sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

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- e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents, shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY CITY OF SACRAMENTO

The City, its authorized representatives and agents and the Representative for the Secretary (as defined under GENERAL CONDITIONS, PART II) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

127. FINAL INSPECTION

- a. When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the City having charge of inspection. If the City determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of the Department of Housing and Urban Development.

128. DEDUCTION FOR UNCORRECTED WORK

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement, in case of dispute, as herein provided.

129. INSURANCE

- a. The Contractor shall carry or require that there be carried "Workmen's Compensation Insurance" for all his employees and those of his subcontractors engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws.
- b. The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits of \$300,000/500,000 to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one, person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles, in the construction of the Improvements embraced in this contract.
- c. Property Damage Insurance: The Contractor shall carry, during the life of the Contract, Property Damage insurance in an amount of not less than \$100,000 to protect him and his subcontractors from claims for property damage which might arise from operations under the Contract.
- d. Before commencing work, the Contractor shall submit evidence of the coverage required above to the City for review and approval. The policies shall be scheduled on approved form to be supplied by the City. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the City, and shall be kept in force until the Contractor's work is accepted by the City. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for its approval.

130. PATENTS

The Contractor shall hold and save the City, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any mate-

rial or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. The City will give notice of defective materials and work with reasonable promptness.

GENERAL CONDITIONS

PART II

(Federal Labor-Standards Provisions)

201. THE PROJECT TO WHICH THE WORK COVERED BY THIS CONTRACT PERTAINS

The project to which the work covered by this Contract pertains is being assisted under Title I of the Housing Act of 1949, as amended 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.

202. DEFINED TERMS

Except where the context clearly indicates otherwise, the following terms as used in these Federal Labor-Standards Provisions and elsewhere in this Contract, shall have the meanings ascribed to them in this Section. The term "Secretary" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Secretary, or the authorized representative thereof, or any other person designated by such Secretary to perform his functions. The term "subcontractor" means any subcontractor whose subcontract covers any of the work covered by this Contract. The term "subcontract" means any subcontract which calls for the performance of any of the work covered by this Contract.

203. MINIMUM SALARY RATES FOR ARCHITECTS, TECHNICAL ENGINEERS, DRAFTSMEN, AND TECHNICIANS

All architects, technical engineers, draftsmen, and technicians (herein called "technical employees") employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each month, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at the time of payment computed at salary rates not less than those set forth in the attached "Exhibit "A" below, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such technical employees.

EXHIBIT "A"

204. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor which is set forth below and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City for the cashing of the same without contributions made or costs reasonably anticipated 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 Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

205. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages or salaries by the Contractor or by any subcontractor to laborers, mechanics, or technical employees employed by the Contractor or subcontractor upon the work covered by this Contract, the City in addition to such other rights as may be afforded it under this Contract may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers, mechanics, or technical employees the full amount of wages or salaries required by this Contract. The amount so withheld shall be disbursed by the City, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers, mechanics or technical employees to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

206. FRINGE BENEFITS AS PART OF WAGES

The Contractor may consider as part of the wages of any laborer or mechanic 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, or any bona fide fringe benefits not expressly listed in Section 1(b)(2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this Contract, when 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. Whenever practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the Contract. In the case of unfunded plans and programs, 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. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the City with the first payroll filed by the Contractor subsequent to receipt of the findings.

207. CONTRACT WORK HOURS STANDARDS ACT - OVERTIME COMPENSATION¹

- a. 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, including watchmen and guards, shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, as the case may be.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a, the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph a, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph a.
- c. Withholding for liquidated damages. The City may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph b.
- d. Subcontracts. The Contractor shall insert in any subcontracts the clause set forth in paragraphs a, b, and c of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

208. EMPLOYMENT OF APPRENTICES

Apprentices (to mechanics) will be permitted to perform work covered by this Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Federal Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor, United States Department of Labor, for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work.

209. CONTRACTOR'S CERTIFICATES

Before each payment by the City to the Contractor under this Contract, the Contractor shall furnish the City with his certificate, in duplicate, substantially to the effect that the Contractor and each subcontractor have complied with the wage and other labor-standards provisions of the Contract which pertain to laborers and mechanics employed upon the work covered by this Contract or that there is an honest dispute with respect to such provisions. The form of the certificate to be used will be furnished by the City.

¹ Contract Work Hours Standards Act, Public Law 87-581 (Secs. 101-106, 76 Stat. 357-360; Title 40 U.S.C., Sec. 327 et seq.). Section 106 of this Act imposes the following penalty for violations: Any Contractor or subcontractor whose duty it shall be to employ, direct, or control any laborer or mechanic employed in the performance of any work contemplated by this Contract, who shall intentionally violate any provision of this Act, shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof.

210. EQUAL EMPLOYMENT OPPORTUNITY

(1) If the contract amount is \$10,000 or less, the following conditions shall apply:

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(2) If the contract amount exceeds \$10,000, the following conditions shall apply:

"EQUAL EMPLOYMENT OPPORTUNITY"

REVISED THIS DATE: May 8, 1978

SEE INSTRUCTIONS TO BIDDERS AND ATTACHED BID CONDITION - EQUAL EMPLOYMENT OPPORTUNITY

211. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED.

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

212. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June-13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

213. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to wage determination by the City, and a report of the action taken shall be submitted by the City, through the Secretary, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the City shall be referred, through the Secretary, to the Secretary of Labor for final determination.

214. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The City shall require, 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 wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the City, shall be referred, through the Secretary to the Secretary of Labor for determination.

215. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor (Form SOL-155), and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications shall be posted at appropriate conspicuous points at the site of the work.

216. COMPLAINTS, ETC., BY EMPLOYEES

No laborer, mechanic, or technical employee 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.

217. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES FOR TECHNICAL EMPLOYEES

Claims and disputes pertaining to salary rates or to classifications of technical employees employed upon the work covered by this Contract shall be promptly reported in writing by the Contractor to the City for the latter's decision which shall be final with respect thereto.

218. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES FOR LABORERS AND MECHANICS

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the City for referral by the latter through the Secretary to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

219. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, (d) the

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aforesaid Davis-Bacon Act, or (e) the labor-standards provisions of Title I of the Housing Act of 1949, as amended, shall be referred, through the City and the Secretary, to the Secretary of Labor, United States Department of Labor, for appropriate ruling or interpretation by said Secretary of Labor which shall be authoritative and may be relied upon for the purposes of this Contract.

220. PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the City. The Contractor shall submit weekly to the City two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by the Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, 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 or subcontractor 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. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by the Secretary, and authorized representatives of the City and of the United States Department of Labor. The Secretary and such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

221. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor-Standards Provisions of this PART II OF GENERAL CONDITIONS are applicable.

222. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractor. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

223. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- a. No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from the same: Provided, that the foregoing provisions of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- b. No member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, and no other officer or employee of the City who exercises any such functions or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this Contract pertains.

224. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with the Federal Labor-Standards Provisions of this PART II OF GENERAL CONDITIONS, and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

225. BREACH OF FOREGOING FEDERAL LABOR-STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the City hereby reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of the Federal Labor-Standards Provisions of this PART II OF GENERAL CONDITIONS which pertain to laborers or mechanics. A breach of said Federal Labor-Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
URBAN RENEWAL PROGRAM

DETERMINATION OF PREVAILING SALARIES OF TECHNICAL POSITIONS

NAME OF LOCAL PUBLIC AGENCY Redevelopment Agency of the City of Sacramento	C. LOCALITY OF PROJECTS Northern California
ADDRESS OF LOCAL PUBLIC AGENCY 630 I Street Sacramento, California 95814	July 1975

CLASSIFICATION OF EMPLOYMENT	PREVAILING SALARIES DETERMINED BY SECRETARY				CLASSIFICATION OF EMPLOYMENT	PREVAILING SALARIES DETERMINED BY SECRETARY			
	REG-ULAR RATE	PER TIME PERIOD*	OVER-TIME RATE	PER TIME PERIOD*		REG-ULAR RATE	PER TIME PERIOD*	OVER-TIME RATE	PER TIME PERIOD*
1 Planner (3)	9.58				13 Draftsman (3)	6.53			
2 Planner (2)	-				14 Draftsman (2)	5.60			
3 Planner (1)	-				15 Draftsman (1)	4.28			
4 Engineer (3)	9.80				16 Chief of Party (Surveying)	7.11			
5 Engineer (2)	9.20				17 Instrumentman	5.90			
6 Engineer (1)	7.25				18 Head Chainman	5.00			
7 Architect (3)	8.99				19 Chainman Rear	4.71			
8 Architect (2)	7.90				20 Inspector	6.28			
9 Architect (1)	6.59				21				
10 Landscape Architect (3)	7.90				22				
11 Landscape Architect (2)	-				23				
12 Landscape Architect (1)	-				24				

Year indicated by "Y", Month by "M", Week by "W", and Hour by "H".

The rates indicated above are determined to be the salary rates prevailing in the above locality for the respective classifications of architects, technical engineers, draftsmen, and technicians employed in the development of Title I projects.

In order to fulfill the provisions of the contract or contracts for Title I financial assistance you shall require the payment of not less than the salaries prevailing in the locality as herein determined, to such technical personnel employed in the development of the aforementioned Title I projects as are within the purview of the determination. This determination supersedes all previous determinations.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

4-12-76

Date

By

Bill D. [Signature]
Labor Relations Specialist, Region IX

Title

Exhibit A

State of California
Agriculture and Services Agency

Department of Industrial Relations
Division of Apprenticeship Standards

EXCERPTS FROM THE CALIFORNIA LABOR CODE
RELATING TO APPRENTICES ON PUBLIC WORKS

Chapter 4 of Division 3

THE SHELLEY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939

(Note: Boldface type denotes key points)

3098. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

(Amended by Stats. 1974, Ch. 1095.)

Chapter 1 of Division 2
APPRENTICES ON PUBLIC WORKS

1776. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by him in connection with the public work. The contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. The body awarding the contract may charge a reasonable fee for copying such records. The body awarding the contract shall be required to retain the records filed pursuant to this section for 90 days after completion of the contract. After a complaint has been filed with the awarding body or the Division of Labor Standards Enforcement alleging that a contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor shall upon written notice from either the awarding body or the Division of Labor Standards Enforcement within 10 days file with the body awarding the contract a certified copy of the payroll records.

(Amended by Stats. 1976, Ch. 599.)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he is training.

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him, in performing any of the work under the contract or subcontract, employs workmen in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; provided, however, that the approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates but in no case shall the ratio be less than one apprentice for each five journeymen, except as otherwise provided in this section.

The contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less

than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

"Apprenticeable craft or trade," as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in

each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of such contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to the fund or funds as set forth in Section 227.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. Such stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to the provisions of Section 3031.

(Amended by Stats. 1976, Ch. 1179.)

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

(Amended by Stats. 1976, Ch. 1179.)

1777.7. In the event a licensed contractor willfully fails to comply with the provisions of Section 1777.5, such licensee shall be denied the right to bid on any public works contract for a period of one year from the date the determination of non-compliance is made by the Administrator of Apprenticeship and, notwithstanding the provisions of Section 1727, upon receipt of such a determination the awarding body shall withhold from contract progress payments then due or to become due the sum of five thousand dollars (\$5,000). Any determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the awarding body pursuant to this section shall be released to the contractor upon issuance of an order to that effect by the administrator, or upon completion of the contract.

The interpretation and enforcement of Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1976, Ch. 539.)

DAVIS-BACON ACT REQUIREMENTS
(Revenue Sharing Projects Only)

1. Minimum wages.

- (i) All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision 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; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated 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 for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
- (ii) The City shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the City shall be referred to the Secretary for final determination.
- (iii) The City shall require, 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 wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the City, shall be referred to the Secretary of Labor for determination.
- (iv) If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determina-

tion decision of the Secretary of Labor which is a part of this contract; provided, however, 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.

2. Withholding.

The City may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the City 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.

3. Payrolls and basic records.

- (i) Payrolls and basic records relating thereto will be maintained 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, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) 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.
- (ii) The contractor will submit weekly a copy of all payrolls to the City if the City is a party to the contract, but if the City 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 the City. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those

determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the City and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

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 and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the City or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(ii) Trainees.

Except as provided in 29 CFR 5.15 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, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the City or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training 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 this part 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 Regulations (29 CFR Part 3).

The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

6. Subcontracts.

The contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

7. Contract termination; debarment.

A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

8. Schedule of Wages - Conflict

Attached is a schedule of wage rates determined by the Secretary of Labor to be minimum prevailing wages in this locality. These wages are to be considered minimums solely for the purpose of compliance with the provisions of the Davis-Bacon Act and if these specifications, the laws of the State of California, ordinances or resolutions of the Council of City require a higher minimum rate to be paid to laborers and mechanics, said higher rate shall prevail.

* * * * *

CONTRACT WORK HOURS AND SAFETY STANDARD ACT

(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 laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (1), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (1), in the

sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1).

(3) Withholding for unpaid wages and liquidated damages.

The City may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2).

(4) Subcontracts.

The contractor shall insert in any subcontracts the clauses set forth in paragraphs (1), (2) and (3) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

SCHEDULE OF WAGES

MODIFICATION NUMBER:

7

MODIFIES SUPERSEDING WAGE DECISION NO.: CABO-5110

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY, TOULUMNE, YOLO
AND YUBA

EFFECTIVE DATE:

DECEMBER 12, 1980

MARCH 14, 1980

FEDERAL REGISTER PUBLICATION:

CABO-5110 - VOL. 45, NO. 77

PAGE 81952

DECEMBER 12, 1980

PAGE 1 OF 1

DECISION NO. CABO-5110 - Mod. 07

(45 FR 16796 - March 14, 1980)

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba and Yuba Counties, California

Classes:

Laborers:

Group 1:

Group 1(a)

Group 1(b)

Group 1(c)

Group 1(d)

Group 1(e)

Group 1(f)

Group 1(g)

Group 2

Group 3

Outside Laborers:

Group 1

Group 2

Group 3

Wrecking Work:

Group 1

Group 2

Group 3

Housemoving:

Group 1

Other:

Laborers:

Group 1(f)

Basic Hourly Rate	fringe Benefits Payments			
	H & V	Pensions	Vacation	Education and/or App. Tr.
\$12.19	1.30	1.75	1.40	.10
12.415	1.30	1.75	1.40	.10
12.69	1.30	1.75	1.40	.10
12.24	1.30	1.75	1.40	.10
12.44	1.30	1.75	1.40	.10
12.74	1.30	1.75	1.40	.10
12.775	1.30	1.75	1.40	.10
12.39	1.30	1.75	1.40	.10
12.04	1.30	1.75	1.40	.10
11.94	1.30	1.75	1.40	.10
12.65	1.30	1.75	1.40	.10
12.06	1.30	1.75	1.40	.10
11.94	1.30	1.75	1.40	.10
12.19	1.30	1.75	1.40	.10
12.04	1.30	1.75	1.40	.10
11.94	1.30	1.75	1.40	.10
12.19	1.30	1.75	1.40	.10
10.20	1.30	1.75	1.40	.10

SCHEDULE OF WAGES

MODIFICATION NUMBER:

6

MODIFIES SUPERSEDING WAGE DECISION NO.: CASO-5110

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,
SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
TRINITY, TOULUMNE, YOLO AND YUBA

EFFECTIVE DATE:

NOVEMBER 21, 1980

MARCH 14, 1980

FEDERAL REGISTER PUBLICATION:

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NOVEMBER 21, 1980

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DECISION #CASO-5110 - Mod. #6
(45 FR 16796 - March 14, 1980)

Alameda, Alpine, Amador,
Butte, CALAVERAS, COLUSA,
Contra Costa, Del Norte,
El Dorado, Fresno, Glenn,
Humboldt, Kings, Lake,
Lassen, Madera, Marin,
Mariposa, Mendocino,
Merced, Modoc, Monterey,
Napa, Nevada, Elama,
Plumas, SACRAMENTO, San
Benito, San Francisco,
San Joaquin, San Mateo,
Santa Cruz, Shasta,
Sierra, Siskiyou, Solano,
Sonoma, Stanislaus, Sutter,
Tehama, TRINITY, Tulare,
Tulumb, Yolo and Yuba
Counties, California

Change:

POWER EQUIPMENT OPERATORS:

	Basic Hourly Rate	Fringe Benefits Percentage			Education and/or Exp. Tr.
		H & V	Pension	Vacation	
Group 1:					
Area 1	\$12.00	1.65*	3.00	1.55	.34
Area 2	14.00	1.65*	3.00	1.55	.34
Group 2:					
Area 1	12.49	1.65*	3.00	1.55	.34
Area 2	14.49	1.65*	3.00	1.55	.34
Group 3:					
Area 1	12.74	1.65*	3.00	1.55	.34
Area 2	14.74	1.65*	3.00	1.55	.34
Group 4:					
Area 1	13.39	1.65*	3.00	1.55	.34
Area 2	15.39	1.65*	3.00	1.55	.34
Group 5:					
Area 1	13.64	1.65*	3.00	1.55	.34
Area 2	15.64	1.65*	3.00	1.55	.34
Group 6:					
Area 1	13.82	1.65*	3.00	1.55	.34
Area 2	15.82	1.65*	3.00	1.55	.34
Group 7:					
Area 1	14.00	1.65*	3.00	1.55	.34
Area 2	16.00	1.65*	3.00	1.55	.34
Group 8:					
Area 1	14.52	1.65*	3.00	1.55	.34
Area 2	16.52	1.65*	3.00	1.55	.34
Group 9:					
Area 1	\$14.78	1.65*	3.00	1.55	.34
Area 2	16.78	1.65*	3.00	1.55	.34
Group 10:					
Area 1	15.04	1.65*	3.00	1.55	.34
Area 2	17.04	1.65*	3.00	1.55	.34
Group 10A:					
Area 1	15.18	1.65*	3.00	1.55	.34
Area 2	17.18	1.65*	3.00	1.55	.34
Group 11:					
Area 1	15.39	1.65*	3.00	1.55	.34
Area 2	17.39	1.65*	3.00	1.55	.34
Group 11A:					
Area 1	16.75	1.65*	3.00	1.55	.34
Area 2	18.75	1.65*	3.00	1.55	.34
Group 11B:					
Area 1	17.09	1.65*	3.00	1.55	.34
Area 2	19.09	1.65*	3.00	1.55	.34
Group 11C:					
Area 1	17.44	1.65*	3.00	1.55	.34
Area 2	19.44	1.65*	3.00	1.55	.34

*Includes \$.48 per hour to Pensioned Health and Welfare Fund.

SCHEDULE OF WAGES

MODIFICATION NUMBER:

5

MODIFIES SUPERSEDING WAGE DECISION NO.: CASO-5110

COUNTIES COVERED:

NOT SACRAMENTO SERVICE OFFICE JURISDICTION

EFFECTIVE DATE:

AUGUST 29, 1980

MARCH 14, 1980

FEDERAL REGISTER PUBLICATION:

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DECISION (CASO-5110 - Mod. 03

(45 FR 16796-March 14, 1980)

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties, California

Change:

Roofers:

San Francisco and San Mateo Counties:

Roofers

Mastic Workers:

Kettlemen (2 kettles

w/o pump)

Bitumastic; Enamlers

Pipewrappers; Coal

tar

State Hourly Rate	Payroll Benefits Payments			
	H & V	Pension	Vacation	Education and/or Apprentice
\$13.54	\$1.06	\$1.70	\$2.45	.10
13.79	1.06	1.70	2.45	.10
13.54	1.06	1.70	2.45	.10

SCHEDULE OF WAGES

MODIFICATION NUMBER:

MODIFIES SUPERSEDING WAGE DECISION NO.: CASO-5110

COUNTIES COVERED:

NOT SACRAMENTO SERVICE OFFICE JURISDICTION

EFFECTIVE DATE:

AUGUST 1, 1980

MARCH 14, 1980

FEDERAL REGISTER PUBLICATION:

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DECISION NO. CASO-5110 - Mod. 04

(45 FR 16796-March 14, 1980)

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Maria, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties, California

Changes:

Roofers:

Alameda and Contra

Costa Counties:

Roofers

Mastic Workers:

Kettlemen (2 kettles

w/o pumps)

Bitumastic; Enamellers:

Pipewrappers; Coal

tar built up

Lake, Marin, Mendocino,

Napa, Solano, and

Sonoma Counties:

Roofers

Mastic Workers:

Kettlemen (2 kettles

w/o pumps)

Bitumastic; Enamellers:

Pipewrappers; Coal

tar pitch

San Francisco and San

Mateo Counties:

Roofers

Mastic Workers:

Kettlemen (2 kettles

w/o pumps)

Bitumastic; Enamellers:

Pipewrappers; Coal

tar

Basic Hourly Rate	fringe benefits provisions			
	H & V	Retireme	Vocatio	Education and/or Agri. Tr.
\$13.82	\$1.27	\$2.10	\$1.50	.10
14.07	1.27	2.10	1.50	.10
15.82	1.27	2.10	1.50	.10
13.44	1.18	1.63	2.43	.10
13.69	1.18	1.63	2.43	.10
15.44	1.18	1.63	2.43	.10
13.54	1.06	1.70	2.40	.10
13.79	1.06	1.70	2.40	.10
\$13.54	\$1.06	\$1.70	\$2.40	.10

SCHEDULE OF WAGES

MODIFICATION NUMBER:

3

MODIFIES SUPERSEDING WAGE DECISION NO.: CA80-5110

COUNTIES COVERED:

ALPINE, AMADOR, EL DORADO, NEVADA, PLACER,
SACRAMENTO, SIERRA, YOLO, CALAVERAS AND
SAN JOAQUIN

EFFECTIVE DATE:

JULY 7, 1980

MARCH 14, 1980

FEDERAL REGISTER PUBLICATION:

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JULY 7, 1980

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DECISION NO. CA80-5110 - Mod. 03 (65 FR 16796 - March 14, 1980)	Basic Hourly Rate	Primo Bonaria Payment			
		N & W	Previous	Vacation	Education and/or Adv. Tr.
Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties, California					
<u>Change:</u> <u>BRICK TENDERS:</u> Fresno, Kings, Madera and Tulare Cos.	\$12.16	1.30	1.75		
<u>PLASTERERS' TENDERS:</u> Alameda and Contra Costa Cos.	11.09	1.30	2.75		
Fresno, Kings and Madera Cos.	10.41	1.30	1.75	1.40	
San Francisco and San Mateo Cos.	11.88	1.15	1.90	1.50	
<u>ALPINE, AMADOR, EL DOR-</u> <u>ADO, NEVADA, PLACER,</u> <u>SACRAMENTO, SIERRA AND</u> <u>YOLO Cos.</u>	11.26	1.30	1.75	1.10	
Calaveras and San Joa- quin Cos.	11.91	1.30	1.75	1.40	
Marin County	12.32	1.30	1.75	1.40	
Monterey County	13.65	1.30	1.75		
San Benito, Santa Clara and Santa Cruz Cos.	12.65	1.30	1.70	1.25	
Solano County	13.00	1.30	1.75	1.40	
Napa County	13.45	1.30		1.40	
<u>SHEET METAL WORKERS:</u> San Benito, Santa Clara and Santa Cruz Cos.	15.06	1.30	2.46		.16

SCHEDULE OF WAGES

MODIFICATION NUMBER:

2

EFFECTIVE DATE:

APRIL 18, 1980

MODIFIES SUPERSEDING WAGE DECISION NO.: CA80-5110

MARCH 14, 1980

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,

EL DORADO, GLENN, LASSEN, MODOC, NEVADA,

PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,

SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,

TRINITY, TOULUMNE, YOLO AND YUBA

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DECISION NO. CA80-5110 - Mod. #2

143 FR 16796 - March 14, 1980

Basic Monthly Rates	fringe benefits Payments				
	W & V	Pensions	Vacation	Education and/or App. T.	
Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties, California					
Change:					
CARPENTERS:					
Piledrivers, bridge, wharf and dock builders	\$13.50	1.605	1.95	1.30	.09
ELECTRICIANS:					
Amador, Colusa, Sacramento, Sutter, Yolo and those portions of Alpine, El Dorado, Nevada, Placer and Sierra Counties west of the Sierra Mountain Watershed:	17.05	.95	38+2.50		.40
Monterey County:					
Electricians	16.85	1.15	38+3.75		.10
Cable Splicers	16.71	1.15	38+3.75		.10
San Benito and Santa Cruz:					
Electricians	15.77	1.15	38+3.75		.10
Cable Splicers	17.74	1.15	38+3.75		.10
ELEVATOR CONSTRUCTORS	17.74	1.045	.82		.035
LINE CONSTRUCTION:					
Amador, Colusa, Sacramento, Sutter, Yolo, Yuba and those portions of Alpine, El Dorado, Nevada, Placer and Sierra Counties west of the Sierra Mountain Watershed:					
Linemen	\$17.05	.95	38+2.50		.40
Cable Splicers	16.76	.95	38+2.50		.40
Groundmen	13.64	.95	38+2.50		.40

SCHEDULE OF WAGES

MODIFICATION NUMBER:

1

MODIFIES SUPERSEDING WAGE DECISION NO.: CA80-5110

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,
SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
TRINITY, TOULUMNE, YOLO AND YUBA

EFFECTIVE DATE:

APRIL 11, 1980

MARCH 14, 1980

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DECISION NO. CA80-5110 - Mod. 1 1980	Base Rate	Prop. Grade Payroll			
		O & P	Payroll	Health	Retire- ment - Rate %
Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, El Merced, Fresno, Glenn, Humboldt, Inyo, Lake, Lassen, Modoc, Mono, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Yuba, Yuba County, Yuba and Yuba Counties, California					
Add:					
Communications and Systems Technicians: Monterey County MORNING CHIEFS	\$16.00 16.00	2.15 .70	30+2.71 .30	1.87	.30
Plumbers:					
Sacramento, Sierra and Yuba Counties: Erum Spray Tapers	14.00 15.00 15.70	1.50 1.50 1.50	2.00 2.00 2.00	.00 .00 .00	.00 .00 .00
Plumbers:					
Alameda and Contra Costa Counties Monterey County Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Inyo, Kern, Lassen, Placer, Plumas, Siskiyou, Sierra, Stanislaus, Sutter, Yuba, Yuba County	12.04 16.51	1.10 1.00	2.00 1.25		.01 .01
Plumbers:					
Alameda, Contra Costa, El Dorado, Glenn, Inyo, Kern, Lassen, Placer, Plumas, Siskiyou, Sierra, Stanislaus, Sutter, Yuba, Yuba County	12.23	1.25	2.10		.03
Plumbers:					
Alameda, Contra Costa, El Dorado, Glenn, Inyo, Kern, Lassen, Placer, Plumas, Siskiyou, Sierra, Stanislaus, Sutter, Yuba, Yuba County	\$11.60	1.15	.90	1.75	.01
Plumbers:					
Alameda, Contra Costa, El Dorado, Glenn, Inyo, Kern, Lassen, Placer, Plumas, Siskiyou, Sierra, Stanislaus, Sutter, Yuba, Yuba County	11.50	1.20	2.50	2.00	
Plumbers:					
Contra Costa County	17.07	1.00	2.30		.36
Plumbers: Steamfitters:					
Alameda (Northern Half of County), Sacramento, Yuba, El Dorado, Nevada, Placer and Yuba Cos. Yuba County Lake Yuba area	16.32	1.63	2.07		.34
Moders:					
Lake, Mendocino, Mono, Sierra and Sonoma Cos. Moders Moders: Bottle and (2 bottles w/o pump) Moders: Bottle and (2 bottles w/o pump) Moders: Bottle and (2 bottles w/o pump)	12.43 12.60 14.43	1.10 1.10 1.10	1.00 1.00 1.00	2.43 2.43 2.43	.00 .00 .00
San Francisco and San Mateo Counties:					
Moders Moders: Bottle and (2 bottles w/o pump) Moders: Bottle and (2 bottles w/o pump)	13.21 13.00 14.21	.00 .00 .00	1.50 1.50 1.50	1.00 1.00 1.00	.00 .00 .00
Elevator Constructors	16.37	.00	.00	a	.00

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,
SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
TRINITY, TOULUMNE, YOLO AND YUBA

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STATE: California

COUNTIES: Alameda, Alpine, Amador,
Butte, Calaveras, Colusa, Contra
Costa, Del Norte, El Dorado,
Fresno, Glenn, Humboldt, Kings,
Lake, Lassen, Madera, Marin,
Mariposa, Mendocino, Merced,
Modoc, Monterey, Napa, Nevada,
Placer, Plumas, Sacramento,
San Benito, San Francisco, San
Joaquin, San Mateo, Santa Clara,
Santa Cruz, Shasta, Sierra,
Siskiyou, Solano, Sonoma,
Stanislaus, Sutter, Tehama,
Trinity, Tulare, Tuolumne,
Yolo and Yuba

DECISION NUMBER: CA80-5110

Supersedes Decision No. CA78-5107 dated July 7, 1978, in 43 FR
29444

DATE: Date of Publication

DESCRIPTION OF WORK: Building Projects (does not include single
family homes and apartments up to and including 4 stories), Heavy
and Highway Projects and Dredging

State County Range	Range Schedule Payments				Education and/or Exp. Yr.
	H & V	Position	Vacation	Education	
ASBESTOS WORKERS	013.01	\$1.32	\$1.10	\$2.00	.11
BOILERMAKERS	13.21	1.175	1.25	1.00	.04
BRICKLAYERS, Stonemasons: Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Siskiyou, Solano, Sonoma, and Trinity Counties	15.02	1.30	1.83		.05
Alameda and Contra Costa Counties	14.45	1.65	1.25		.05
Fresno, Kings, Madera, Mariposa and Merced Cos. Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo and Yuba Counties	14.40	1.40	1.30		
Monterey and Santa Cruz Counties	14.43	1.30	1.21		.25
San Benito and Santa Clara Counties	14.65	1.65	1.40		.05
Alpine, Amador, Calaveras, San Joaquin, Stanislaus and Tuolumne Counties	14.20	1.10	1.85		.04
Tulare County	14.40	1.05	2.11		.10

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,

EL DORADO, GLENN, LASSEN, MODOC, NEVADA,

PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,

SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,

TRINITY, TOULUMNE, YOLO AND YUBA

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	Base Hourly Rate	fringe Benefits Payments			Education and/or App. Tr.
		H & V	Pension	Vacation	
BRICK TENDERS:					
Fresno, Kings, Madera and Tulare Counties	\$11.32	\$1.30	\$1.75		
CARPENTERS:					
Carpenters	13.33	1.605	1.95	1.30	.09
Hardwood Floor Layers;					
Power Saw Operators; Saw Filers; Shinglers; Steel Scaffold Erectors and/or Steel Shoring Erectors	13.48	1.605	1.95	1.30	.09
Millwrights	13.83	1.605	1.95	1.30	.09
Piledrivers, bridge, wharf and dock builders	12.23	.94	1.26	.75	.04
CEMENT MASONS:					
Cement Masons	10.56	1.30	1.60	1.65	.05
Mastic; Mesquite; All Compositon Masons	10.75	1.30	1.60	1.65	.05
Men working from swinging or slip form scaffolds	10.75	1.30	1.60	1.65	.05
DRYWALL INSTALLERS	13.60	1.605	1.95	1.30	.09
ELECTRICIANS:					
Alameda County:					
Electricians	17.46	1.30	30+1.90		.082
Amador, Colusa, Sacramento, Sutter, Yolo, Yuba and those portions of Alpine, El Dorado, Nevada, Placer and Sierra Counties West of the Sierra Mountain Watershed:					
Electricians	17.05	.95	30+2.50		.06
Lake Tahoe Area:					
Electricians	17.43	.99	30+1.37		.08
Cable Splicers	19.07	.99	30+1.37		.08
Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties:					
Electricians	14.555	1.40	30+1.35		.04
Cable Splicers	16.01	1.40	30+1.35		.04
Calaveras and San Joaquin Counties:					
Electricians	16.66	1.13	30+2.11		1/40
Technicians	16.07	1.13	30+2.11		1/40
Cable Splicers					
Contra Costa County:					
Electricians	\$16.81	\$1.40	30+2.25		
Cable Splicers	10.56	1.40	30+2.25		
Del Norte and Humboldt Counties:					
Electricians	13.10	1.10	30+2.80		.04
Cable Splicers	14.15	1.10	30+2.80		.04
Fresno, Kings, Madera and Tulare Counties:					
Electricians	15.20	1.01	30+1.45		.05
Lake, Marin, Mendocino and Sonoma Counties:					
Electricians	16.45	1.11	30+3.30		.04
Cable Splicers	18.13	1.11	30+3.30		.04
Mariposa, Merced, Stanislaus and Tuolumne Counties:					
Electricians	15.47	1.00	30+1.75		1/40
Cable Splicers	17.02	1.00	30+1.75		1/40
Monterey County:					
Electricians	14.85	1.15	30+3.41		.08
Cable Splicers	16.71	1.15	30+3.41		.08
Mesa and Solano Counties:					
Electricians	16.07	1.42	30+2.00		.05
Santa Clara County:					
Electricians	16.80	1.32	30+2.50		.07
Cable Splicers	18.90	1.32	30+2.50		.07
San Benito and Santa Cruz Counties:					
Electricians	15.77	1.15	30+3.41		.08
Cable Splicers	17.74	1.15	30+3.41		.08
San Francisco County:					
Electricians	16.66	1.36	30+1.25		.07
Cable Splicers	18.74	1.36	30+1.25		.07
San Mateo County:					
Electricians	15.54	1.25	30+1.75		.05
ELEVATOR CONSTRUCTORS	14.82	.745	.56		.025

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,

EL DORADO, GLENN, LASSEN, MODOC, NEVADA,

PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,

SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,

TRINITY, TOLUMNE, YOLO AND YUBA

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Grade Hourly Rate	Range Benefits Payments			
	H & V	Pensions	Vacation	Education and/or Appr. Yr.
PLATERS:				
Alameda, Contra Costa, Lake, Marin, Mendocino, (Southern half of County from North of Ft. Bragg), Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano (S.W. from east of Fairfield) and Sonoma Counties				
\$15.25	\$1.11	\$2.32		.10
Alpine, Amador, Butte, Calaveras, El Dorado, Mariposa, Merced, (North of the City of Livingston) Modoc, Nevada, Placer, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Tuolumne, Yolo and Yuba Counties				
12.921	.83	1.66		
Fresno, Kings, Madera and Tulare Counties and the remaining portions of Merced County				
10.12	.94	1.84	.615	.05
IRONWORKERS:				
Fence Erectors				
11.61	1.39	2.42	1.90	.07
Reinforcing				
12.50	1.39	2.42	1.90	.07
Ornamental; Structural				
12.50	1.39	2.42	1.90	.07
LATHERS:				
Alameda and Contra Costa Counties				
14.51	1.31	2.00		.10
Butte, Colusa, Glenn, Humboldt, Lake (that por- tion of County from Lake- port up to County Line), Nevada, Placer, Plumas, Shasta, Sierra, Tehama and Trinity Counties				
12.35	.86	1.38		.01
Calaveras and San Joaquin Counties				
13.70	.93	.55		.01
Lake (from City of Lakeport down to County Line), Marin, Mendocino and Sonoma Counties				
\$15.71	\$1.02	\$1.35		.01
Monterey and Santa Cruz Counties				
11.30	.68	.55		.01
San Francisco and San Mateo Counties				
13.37	1.11	2.50	1.00	.02
San Benito and Santa Clara Counties				
12.69	.90	1.75		
Fresno, Kings, Madera and Tulare Counties				
14.20	.70	.70		
Mariposa, Merced, Stanislaus and Tuolumne Counties				
11.85				.01
Amador, El Dorado, Sacramento and Yolo Cos.				
11.92	.82	2.50	1.50	.02
LINE CONSTRUCTION:				
Contra Costa County:				
Groundmen				
12.61	1.40	30+2.25		
Line Equipment Operators				
15.13	1.40	30+2.25		
Linemen				
16.81	1.40	30+2.25		
Cable Splicers				
18.56	1.40	30+2.25		
Del Norte, Modoc and Siskiyou Counties:				
Groundmen				
9.21	.45	30+1.10	.15	1/20
Headgroundman (Chipper); Powdermen; Jackhammerer				
9.00	.45	30+1.10	.10	1/20
Line Equipment Men				
11.21	.45	30+1.10	.10	1/20
Linemen Polesprayer; Heavy Line Equipment Men; Certified Linemen;				
13.01	.45	30+1.10	.10	1/20
Welder				
11.75	.45	30+1.10	.10	1/20
Tree Trimmer				
14.41	.46	30+1.10	.10	1/20
Cable Splicers				
Fresno, Kings, Madera and Tulare Counties:				
Groundmen				
14.74	.75	30+.95		.08
Linemen; Line Equipment Operators				
15.56	.75	30+.95		.08

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,
SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
TRINITY, TOULUMNE, YOLO AND YUBA

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	Base Hourly Rate	Prize Benefits Payments			Education and/or App. Tr.
		H & V	Pensions	Vacation	
LINE CONSTRUCTION: (Cont'd)					
Calaveras and San Joaquin Counties:					
Groundmen	\$12.05	\$1.13	30+2.11		
Line Equipment Operators	14.45	1.13	30+2.11		
Linemen	16.06	1.13	30+2.11		
Mariposa, Merced, Stanislaus and Tuolumne Counties:					
Linemen	15.47	1.00	30+1.75		1/40
Cable Splicers	17.02	1.00	30+1.75		1/40
Monterey County:					
Linemen; Technicians	14.95	1.15	30+3.71		.06
Cable Splicers	16.81	1.15	30+3.71		.06
Napa and Solano Counties:					
Linemen	12.07	.68	30+1.10		.04
Cable Splicers	13.58	.68	30+1.10		.04
Butte, Glenn, Lassen, Plumas, Shasta, Tehama and Trinity Counties:					
Groundmen	9.58	.87	18+.705		.02
Linemen; Equipment Operators	11.98	.87	18+.705		.02
Cable Splicers	13.18	.87	18+.705		.02
Alameda County:					
Groundmen	13.19	1.05	30+1.15		.03
Linemen	16.49	1.05	30+1.15		.03
Line Equipment Operators	14.84	1.05	30+1.15		.03
Amador, Colusa, Sacramento, Sutter, Yolo, Yuba and those portions of Alpine, El Dorado, Nevada, Placer and Sierra Counties West of the Main Sierra Mountain Watershed:					
Groundmen	14.31	.95	18+.85		1/21
Linemen	17.89	.95	18+.85		1/21
Cable Splicers	19.68	.95	18+.85		1/21
Lake, Marin, Mendocino and Sonoma Counties:					
Groundmen	\$10.52	\$1.11	30+.80		.02
Line Equipment Operators	11.84	1.11	30+.80		.02
Linemen	13.15	1.11	30+.80		.02
Cable Splicers	14.50	1.11	30+.80		.02
San Mateo County:					
Groundmen	13.21	1.25	30+1.75		.03
Line Equipment Operators	13.99	1.25	30+1.75		.03
Linemen	15.54	1.25	30+1.75		.03
Cable Splicers	17.48	1.25	30+1.75		.03
Humboldt County:					
Groundmen	9.20	1.10	30+2.80		.04
Linemen	11.50	1.10	30+2.80		.04
Cable Splicers	12.42	1.10	30+2.80		.04
San Francisco County:					
Groundmen	14.16	1.36	30+1.255		.07
Linemen; Technicians	16.66	1.36	30+1.255		.07
Cable Splicers	18.74	1.36	30+1.255		.07
San Benito and Santa Cruz Counties:					
Linemen	15.87	1.15	30+3.71		
Cable Splicer	17.85	1.15	30+3.71		
Santa Clara County:					
Groundmen	14.28	1.32	30+2.50		.07
Linemen; Line Equipment Operators	16.80	1.32	30+2.50		.07
Cable Splicers	18.90	1.32	30+2.50		.07
PAINTERS	11.64	1.50	1.10	1.03	
PAINTERS:					
Alpine, Amador, Calaveras and San Joaquin Counties:					
Brush	11.49	1.00	2.34	1.11	
Spray; Sheetrock Tapers; Swing Stage; Scaffolds; Sandblaster Structural Steel	11.89	1.00	2.34	1.11	
Fresno, Kings, Madera and Tulare Counties:					
Brush; Tapers	11.61	.81	.20		
Spray; Structural Steel	12.11	.81	.20		

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,

EL DORADO, GLENN, LASSEN, MODOC, NEVADA,

PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,

SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,

TRINITY, TOULUMNE, YOLO AND YUBA

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Scale Hourly Rate	Fringe Benefits Payments				
	H & W	Pension	Vacation	Education and/or Appr. Tr.	
PAINTERS: (Cont'd)					
Mariposa, Merced, Stanislaus and Tuolumne Counties:					
Brush	\$10.80	\$1.85	.85	\$1.00	.82
Swing Stage; Paperhanger; Bosun Chair; Steam Cleaning; Water Blasting	11.13	1.55	.85	1.00	.82
Spray; Sandblasting	11.38	1.55	.85	1.00	.82
Monterey, San Benito, San Mateo, Santa Clara and Santa Cruz Counties (ex- cluding portions of Counties in the Lake Tahoe Area):					
Brush	15.13	1.50	2.00	.80	.86
Spray	15.65	1.50	2.00	.80	.86
Tapers	15.70	1.50	2.00	.80	.86
Lake Tahoe Area:					
Brush	14.43	.70	.75		.82
Spray; Paperhanger; Tapers	14.93	.70	.75		.82
Lake, Marin, Mendocino, San Francisco and Sonoma Counties:					
Brush	14.67	1.80	2.00	.80	.86
Spray	15.17	1.80	2.00	.80	.86
Tapers	15.72	1.80	2.00	.80	.86
Butte, Colusa, Glenn, Lassen (excluding the extreme SE Corner), Modoc, Plumas, Shasta, Siskiyou, Sutter, Tehama, Trinity and Yuba Counties:					
Brush; Pot Tenders; Rollers	9.35	.65	.70		
Spray; Sandblaster; Structural Steel; Swing Stage; Tapers	9.60	.65	.70		
Lassen County (that por- tion that lies Eastward of Hwy. 195, Northward to and including Boney Lake)					
Brush	14.43	.70	.75		.82
Spray; Paperhanger; Tapers	14.93	.70	.75		.82
Alameda, Contra Costa, El Dorado, Napa, Nevada, Placer, and Yolo Counties (excluding portions of Counties in the Lake Tahoe Area):					
Brush	\$14.90	\$1.50	\$ 2.00	.80	.86
Spray	15.40	1.50	2.00	.80	.86
Tapers	15.70	1.50	2.00	.80	.86
Del Norte and Humboldt Counties:					
Brush	9.25	.95	.50	1.00	
Spray; Sandblaster; Structural Steel; Swing Stage; Tapers; Paper- hangers	9.40	.95	.50	1.00	
Parking Lot Striping Work and/or Highway Markers:					
Fresno, Kings and Tulare Counties:					
Traffic Delineating Device Applicator	10.72	.35	.40	b	
Wheel Stop Installer; Traffic Surface Sand- blaster; Striper	10.33	.35	.40	b	
Slurry Seal Operations	10.33	.35	.50	b	
Mixer Operator	9.14	.35	.50	b	
Squeegee Man	9.14	.35	.50	b	
Applicator Operator	9.14	.35	.50	b	
Shuttleman	7.60	.35	.50	b	
Top Man	7.60	.35	.50	b	

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,

EL DORADO, GLENN, LASSEN, MODOC, NEVADA,

PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,

SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,

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Grade Hourly Rate	fringe benefits Payments			
	H & V	Pensions	Vacation	Education and/or App. Tr.
PAINTERS: (Cont'd)				
Remaining Counties:				
Traffic Delineating Device				
Applicator; Wheel Stop				
Installer; Traffic Sur-				
face Sandblaster				
10.72	.85	.50		b
11.82	.85	.50		b
Striper				
Slurry Seal Operation:				
Mixer Operator				
10.72	.85	.50		b
9.14	.85	.50		b
9.14	.85	.50		b
9.14	.85	.50		b
9.14	.85	.50		b
7.60	.85	.50		b
Top Man				
PLASTERERS:				
Alameda and Contra Costa				
Counties				
\$10.10	.745	\$ 1.05		.83
14.00	1.10	3.00		.86
San Mateo County				
Butte, Colusa, Glenn,				
Lassen (Southeastern half				
of Lassen County),				
Plumas, Sierra, Sutter,				
and Yuba Counties				
9.79	.56	1.00		
12.31	1.00	.35		.81
Monterey County				
Fresno, Kings, Madera and				
Tulare Counties				
9.24	.90	1.50	1.11	
Alpine, Amador, Butte,				
Calaveras, Colusa, El				
Dorado, Glenn, Lassen				
(Southeastern half),				
Nevada, Placer, Plumas,				
Sacramento, San Joaquin,				
Sierra, Sutter, Yolo and				
Yuba Counties				
11.59	.71	1.50		.81
14.00	1.10	3.00		.86
San Francisco County				
Del Norte, Humboldt, Lassen				
(Northwestern half),				
Marin, Modoc, Napa,				
Shasta, Siskiyou, Solano,				
Sonoma, Tehama and Trinity				
Counties				
10.65	.90	.80	1.25	.81
Mariposa, Merced,				
Stanislaus and Tuolumne				
Counties				
9.05	.90	1.55	1.20	
PLASTERERS' TENDERS:				
Alameda and Contra Costa				
Counties				
8.87	.60	1.10		
Fresno, Kings and Madera				
Counties				
11.80	1.25	1.70		
San Francisco and San				
Mateo Counties				
10.65	1.25	1.40	1.25	
Alpine, Amador, El Dorado,				
Nevada, Placer,				
Sacramento, Sierra and				
Yolo Counties				
7.45	.455	1.40	.80	
Calaveras and San Joaquin				
Counties				
11.61	1.25	1.70	1.00	
8.32	.80	1.40	.90	
Marin County				
\$10.40	\$1.25	\$ 1.70		
Monterey County				
San Benito, Santa Clara				
and Santa Cruz Counties				
11.16	1.30	1.35		
12.70	1.25	1.70		1.10
13.80	1.25			1.10
Solano County				
Napa County				

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,

EL DORADO, GLENN, LASSEN, MODOC, NEVADA,

PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,

SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,

TRINITY, TOULUMNE, YOLO AND YUBA

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Docks County Dates	Plumb Services Payments				Election and/or App. Yr.
	W & F	Penalties	Vacation		
PLUMBERS:					
Alameda County	16.33	1.40	2.32		.16
Contra Costa County	17.87	1.40	2.39		.26
PLUMBERS; Steamfitters:					
Amador (Northern half of County), Sacramento, Yolo, El Dorado, Nevada, Placer and Sierra Counties (ex- cluding Lake Tahoe Area)	16.32	1.40	2.07		.14
Lake Tahoe Area	16.09	1.13	1.00		.10
Marin, Mendocino, San Francisco and Sonoma Cos.	17.60	1.43	2.29		.20
Alpine, Amador (Southern portion of County), Butte, Calaveras, Colusa, Fresno, Glenn, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Monterey, Plumas, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Toulumne and Yuba Counties	15.00	1.62	2.42		.10
Lake, Napa and Solano Cos.	17.64	1.40	2.39		.22
Del Norte and Humboldt Cos.	14.50	1.12	2.45		.10
San Benito and Santa Clara Counties	17.49	1.30	2.39		.22
San Mateo County	16.51	1.34	2.75		.25
ROOFERS:					
Alameda and Contra Costa Counties:					
Roofers	13.05	1.25	1.00	1.35	.10
Mastic Workers; Kettlemen (2 kettles w/o pumps)	13.30	1.25	1.00	1.35	.10
Bitumastic; Enamellers; Pipewrappers; Coal Tar built up	15.05	1.25	1.00	1.35	.10
Alpine, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus and Toulumne Counties:					
Roofers (slate, tile composition and built up)	12.15	1.04	1.00		
Felt Machine Operator	12.30	1.04	1.00		
Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba Counties:					
Roofers	13.35	1.22	1.00		.10
Fresno, Kings, Madera and Tulare Counties:					
Roofers	13.10	.70	1.10		
Lake, Marin, Mendocino, Napa, Solano and Sonoma Counties:					
Roofers	12.43	2.10	1.40	2.43	.10
Mastic Workers; Kettlemen (2 kettles w/o pumps)	12.60	2.10	1.40	2.43	.10
Bitumastic; Enamellers; Pipewrappers; Coal Tar Pitch	14.43	2.10	1.40	2.43	.10
Del Norte and Humboldt Counties:					
Roofers	10.32	.40	.75	.55	
Monterey and Santa Cruz Counties:					
Roofers	13.30	1.40	1.15		
San Francisco and San Mateo Counties:					
Roofers	13.21	.80	1.50	1.90	.10
Mastic Workers; Kettlemen (2 kettles w/o pumps)	13.46	.80	1.50	1.90	.10
Bitumastic; Enamellers; Pipewrappers; Coal Tar	14.43	.80	1.50	1.90	.10

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,

EL DORADO, GLENN, LASSEN, MODOC, NEVADA,

PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,

SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,

TRINITY, TOULUMNE, YOLO AND YUBA

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Scale Hourly Rate	Range Benefits Payments				
	H & W	Pension	Vacation	Education and/or App. Tr.	
ROOFERS: (Cont'd)					
Amador, Sacramento and Yolo Counties:					
Roofers (slate, tile and composition)	\$12.45	\$1.19	\$ 1.10	\$2.00	.10
Enameler and Pitch	13.95	1.19	1.10	2.00	.10
San Benito and Santa Clara Counties:					
Roofers: Kettle (1 kettle)	12.88	.99	1.68		
BRIKT METAL WORKERS:					
Alameda, Contra Costa, Napa and Solano Counties					
Alpine, Calaveras and San Joaquin Counties	13.10	1.23	2.52	120	.85
Amador, Butte, Colusa, El Dorado, Glenn, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo and Yuba Counties	14.23	1.23	2.00		.81
Mariposa, Merced, Stanislaus and Tuolumne Counties	13.68	1.23	2.21		.13
Monterey, San Benito, Santa Clara and Santa Cruz Cos.	15.36	1.23	2.00		.84
Del Norte, Humboldt, Lake Marin, Mendocino, San Francisco, Sonoma and Trinity Counties	14.85	1.30	30*2.21		.83
San Mateo County	14.78	1.30	2.00		.16
Modoc and Siskiyou Counties	14.39	1.23	2.20		.845
Fresno, Kings, Madera and Tulare Counties	13.715	.71	.61		.845
	13.74	1.23	2.38		.17
SOFT FLOOR LAYERS:					
Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen (excluding Honey Lake Area), Merced (east of San Joaquin River), Plumas, San Joaquin, Shasta, Sacramento, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties and those portions of El Dorado, Nevada, Placer and Sierra Counties (excluding Lake Tahoe Area)					
	\$12.43	.89	\$ 1.30	\$1.25	.10
Honey Lake Area and Lake Tahoe Area					
	13.74	.78	.38		
Alameda, Contra Costa, Lake, Marin, Mendocino, Merced, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma Counties					
	14.13	.90	2.70		.10
SPRINKLER FITTERS:					
Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma Cos.					
	18.71	.75	2.55		.14
Remaining Counties					
	17.38	.75	2.05		.08
STEAM FITTERS:					
Alameda and Contra Costa Counties					
	15.68	1.40	2.39		.62
Del Norte and Humboldt Counties					
	12.75	1.12	2.65		.10
TERRAZZO WORKERS:					
Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Siskiyou, Solano, Sonoma and Trinity Counties					
	13.45	1.50	1.83	1.33	

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,
SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
TRINITY, TOULUMNE, YOLO AND YUBA

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	Basic Hourly Rate	fringe benefits Payments			Education and/or Appr. Tr.
		M & V	Position	Vacation	
TERRAZZO WORKERS (Cont'd) Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo and Yuba Counties	\$11.80	.80	.90		.25
TILE SETTERS: Alameda, Butte, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties	13.00	1.00	1.30	1.30	.115
Alpine, Amador, Calaveras, San Joaquin, Stanislaus and Tuolumne Counties	14.46	1.19	1.00	2.00	.04
Fresno, Kings, Madera, Mariposa, Merced and Tulare Counties	11.30	1.05	1.00		.05
Monterey and Santa Cruz Counties	15.44	1.48	1.64		
TILE FINISHERS: Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Siskiyou, Sonoma, Solano and Trinity Counties	11.00	.92	.73	1.00	.03
Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Stanislaus, Sutter, Tehama, Yolo and Yuba Counties	8.00	.80	1.20		

PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day; C-Independence Day;
D-Labor Day; E-Thanksgiving Day; F-Christmas Day

FOOTNOTES:

- a. Employer contributes 8% of basic hourly rate for over 5 years' service, and 6% of basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit. Six Paid Holidays: A through F.
- b. Employer contributes \$.32 per hour to Holiday Fund plus \$.22 per hour to Vacation Fund for the first year of employment; 1 year but less than 5 years \$.42 per hour to Vacation Fund; 5 years but less than 10 years \$.60 per hour to Vacation Fund; over 10 years \$.80 per hour to Vacation Fund.

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

COUNTIES COVERED:

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,
SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
TRINITY, TOULUMNE, YOLO AND YUBA

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	Basic Monthly Base	Range Benefits Payments			Education and/or Adv. Yr.
		H & V	Pensions	Vacation	
LABORERS					
Group 1	\$10.60	\$1.30	\$ 1.75	\$1.40	.10
Group 1(a)	10.83	1.30	1.75	1.40	.10
Group 1(b)	11.10	1.30	1.75	1.40	.10
Group 1(c)	10.85	1.30	1.75	1.40	.10
Group 1(d)	11.40	1.30	1.75	1.40	.10
Group 1(e)	11.15	1.30	1.75	1.40	.10
Group 1(f)	11.19	1.30	1.75	1.40	.10
Group 1(f)1	10.20	1.30	1.75	1.40	.10
Group 2	10.45	1.30	1.75	1.40	.10
Group 3	10.35	1.30	1.75	1.40	.10
(CONCRETE)					
Group 1	11.96	1.30	1.75	1.40	.10
Group 2	11.47	1.30	1.75	1.40	.10
Group 3	10.35	1.30	1.75	1.40	.10
(TUNNEL and SHAFT WORK)					
Group 1	12.62	1.30	1.75	1.40	.10
Group 2	12.26	1.30	1.75	1.40	.10
Group 3	12.05	1.30	1.75	1.40	.10
Group 4	11.91	1.30	1.75	1.40	.10
(WRECKING WORK)					
Group 1	10.60	1.30	1.75	1.40	.10
Group 2	10.45	1.30	1.75	1.40	.10
Group 3	10.35	1.30	1.75	1.40	.10
(HOUSEWORKING)					
Group 1	10.60	1.30	1.75	1.40	.10

LABORERS

Group 1: Asphalt Ironers and Rakers; Barke, Wacker and similar type Tampers; Buggymobile; Chainsaw, fialler, logloader and buckler; Compactors or all types; Concrete and Magnesite Mixer 1/2 yard and under; Concrete Pan Work; Concrete Saw; Concrete Sander; Cribber and/or Shoring; Cut Granite Curb Setter; Form Raisers; Slip Forms; Green Cutters, Headerboardmen, Nubsetters, Aligners; Jackhammer Operators; Jacking of pipe over 12 inches; Jackson and similar type Compactors; Kettleman, Potmen and Men applying asphalt, lay-told, creosote, lime, caustic and similar type materials; Lagging, Sheeting, Whaling, Bracking, Trench-jacking, hand-guided Lagging Hammer; Magnesite, Epoxyresin, Fiberglass, Mastic Workers (wet or dry); Pavement Breakers and Spaders, including Tool Grinders; Pipelayers, Caulkers, Banders, Pipewrappers, Conduit Layers, Plastic Pipelayers; Post Hole Diggers - air, gas, and electric; Power Broom Sweepers; Power Tampers of all types (except as shown in Group 2); Ram Set Gun and Stud Gun; Riprap-stonepaver and Rock-slinger, including placing of sacked concrete and/or sand (wet or dry); Rotary Scarifier, multiple Head Concrete Chipper; Davis Trencher, 100 or similar type (and all small Trenchers); Moto and Ditch Witch; Moto-tiller; Sandblasters, Potman, man, Gunman, Muzzleman; Signalling and Rigging; Tank Cleaners; Tree Climbers; Vibra-screed, Bull Float in connection with Laborers' work; Vibrators; Dri-pak-it Machine; High Pressure Blow Pipe (1 1/2" or over, 100 lbs. pressure over over); Hydro Seeder and similar type; Laser Beam in connection with Laborers' work

Group 1(a): Joy Drill Model TM-2A; Gardner-Denver Model DM143 and similar type drills; Track Drillers; Jack Leg Drillers; Diamond Drillers; Wagon Drillers; Mechanical Drillers - all types regardless of type or method of power; Multiple Union Drills; Blasters and Powdermen; all work of loading, placing and blasting so all power and explosives of whatever type regardless of method used for such loading and placing; High Sealers (including drilling to same); Tree Topper; Bit Grinder

Group 1(b): Sewer Cleaners

Group 1(c): Burning and Welding

Group 1(d): Repair Trackmen and Road Beds (cut and cover work of subway after the temporary cover has been placed)

Group 1(e): Laborers on general construction work on or in Bell Hole Footings and Shaft

Group 1(f): Wire Winding Machine in Connection with Gunting or Shotcrete - Aligner.

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

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LABORERS (Cont'd)

Group 1(f): Wire Winding Machine in connection with Conitng or Shotcrete

Group 1(g): Contra Costa County Only: Pipelayers, Casihers, Banders, Pipewrappers, Conduit Layers and Plastic Pipelayers; Pressure Pipe Tester, no joint pipe and stripping of same, including repair of voids, precast manhole setters, cast in place, manhole form setters

Group 2: Asphalt Shovelers; Cement Dumpers and handling dry cement or gypsum; Choke-setter and Rigger (clearing work); Concrete Bucket Dumper and Chuterman; Concrete Chipping and Grinding; Concrete Laborers (wet or dry); Chuck Tender; High Pressure Hozsleman, Adductors; Groutcrew; Hydraulic Monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh Chipper and similar type Brush Shredders; Slopers; Singlefoot, hand held, Pneumatic Tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1(f); Jacking of Pipe under 12 inches

Group 3: All Cleanup work of debris, grounds and buildings including but not limited to street cleaners; Cleaning and washing windows; Construction Laborers including bridge and general Laborers; Dumpman; Load Spotter; Fire Watcher; Street Cleaners; Gardeners, Horticultural and Landscape Laborers; Jetting; Limbers; Brush Loaders; Filers, maintenance landscape laborers on new construction; Maintenance, Repair Trackmen and Road beds; Streetcar and Railroad Construction Track Laborers; Temporary air and water lines, Victaulic or similar; Tool Room Attendant; Fence Erectors; Guardrail Erectors; Pavement Markers (button setters)

(GUNNITE)

Group 1: Hozsleman (including Gunman, Potman); Rodmen; Groundman

Group 2: Reboundman

Group 3: General Laborers

(TUNNEL and SHAFT WORK)

Group 1: Diamond Driller; Groundman; Gunite and Shotcrete Hozsleman; Rodmen; Shaft Work and raise (below actual or excavated ground level)

Group 2: Bit Grinder; Blaster; Drillers; Powderman-heading; Cherry Pickermen - where car is lifted; Concrete Finisher in Tunnel; Concrete Screed Man; Grout Pumpman and Potman; Gunite and Shotcrete Gunmen and Potmen; Readermen; High Pressure Hozsleman; Miners - Tunnel, including Top and Bottom Man on Shaft and Raise work; Hopper Hozsleman on slich line; Sand-blaster-potman (work assignment interchangeable); Steel Form Raisers and Setters; Timberman, Retimberman - wood or steel or substitute materials therefore; Tugger

Group 3: Cablesender; Chucktender; Powderman - Primer House; Vibratormen, Pavement Breakers

Group 4: Bull Gang - Muckers, Trackmen; Concrete Crew - includes rodding and spreading; Dumpman (any method); Grout Crew Reboundman; Swanper

(WRECKING WORK)

Group 1: Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electric fixtures)

Group 2: Semi-skilled Wrecker (salvaging or other building materials)

Group 3: General Laborer (includes all cleanup work, loading, lumber, loading and burning of debris)

(HOUSEMOVING)

Group 1: Skilled Housemover

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

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JULY 7, 1978

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	Base Hourly Rate	Group Senior Payments			
		R & V	Position	Vacation	Education and/or Adv. Tr.
POWER EQUIPMENT OPERATORS:					
DREDGING					
SCHEDULE I					
CLAMSHELL & DIPPER DREDGING					
(New Construction)					
Group 1:					
Bargehand; Deckhand; Fireman; Oiler:					
Area 1	\$ 9.67	\$1.07*	\$ 1.78	.80	.14
Area 2	10.64	1.07*	1.78	.80	.14
Area 3	10.92	1.07*	1.78	.80	.14
Area 4	11.29	1.07*	1.78	.80	.14
Group 2:					
Deck Engineers; Deck Mate:					
Area 1	11.41	1.07*	1.78	.80	.14
Area 2	12.45	1.07*	1.78	.80	.14
Area 3	12.74	1.07*	1.78	.80	.14
Area 4	13.06	1.07*	1.78	.80	.14
Group 3:					
Welder; Mechanic Welder; Watch Engineer:					
Area 1	11.88	1.07*	1.78	.80	.14
Area 2	12.91	1.07*	1.78	.80	.14
Area 3	13.21	1.70*	1.78	.80	.14
Area 4	13.59	1.06*	1.78	.80	.14
Group 4:					
Clamshell Operator (up to and including 7 cu. yds. M.R.C.) (Long Boom Pay):					
Area 1	12.66	1.07*	1.78	.80	.14
Area 2	13.72	1.07*	1.78	.80	.14
Area 3	14.01	1.07*	1.78	.80	.14
Area 4	14.38	1.07*	1.78	.80	.14
DREDGING -- SCHEDULE I (CONT'D)					
Group 4-A:					
Clamshell Operator (over 7 cu. yds. M.R.C.) (Long Boom Pay):					
Area 1	\$13.91	\$1.07*	\$ 1.78	.80	.14
Area 2	14.97	1.07*	1.78	.80	.14
Area 3	15.29	1.07*	1.78	.80	.14
Area 4	15.59	1.07*	1.78	.80	.14
SCHEDULE II					
HYDRAULIC SUCTION DREDGING					
AND ALL OTHER CLAMSHELL AND DIPPER DREDGING					
Group A-1:					
Bargehand; Deckhand; Leveehand; Foreman; Oiler:					
Area 1	9.65	1.07*	1.78	.80	.14
Area 2	10.62	1.07*	1.78	.80	.14
Area 3	10.90	1.07*	1.78	.80	.14
Area 4	11.18	1.07*	1.78	.80	.14
Group A-2:					
Winchman (stern winch on dredge); Deckmate; Deck Engineer:					
Area 1	10.70	1.07*	1.78	.80	.14
Area 2	11.70	1.07*	1.78	.80	.14
Area 3	12.00	1.07*	1.78	.80	.14
Area 4	12.28	1.07*	1.78	.80	.14
Group A-3:					
Watch Engineer; Welder; Welder Mechanic:					
Area 1	11.35	1.07*	1.78	.80	.14
Area 2	12.41	1.07*	1.78	.80	.14
Area 3	12.71	1.07*	1.78	.80	.14
Area 4	13.07	1.07*	1.78	.80	.14

SCHEDULE OF WAGES

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SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

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	Grade Hourly Rate	Design Specific Payments			
		B & V	Per Diem	Vacation	Education and/or Adv. Yr.
POWER EQUIPMENT OPERATORS: (CONT'D) SCHEDULE II - (CONT'D)					
Group A-4: Leverman; Clamshell Operators					
Area 1	\$12.34	\$1.87	\$ 1.78	.80	.14
Area 2	13.38	1.87	1.78	.80	.16
Area 3	13.67	1.87	1.78	.80	.14
Area 4	13.96	1.87	1.78	.80	.14

AREA DEFINITIONS FOR DREDGING, SCHEDULES I and II
Four Centers designated: City Halls of Oakland, San Francisco, Sacramento and Stockton, California.

Area 1: Up to 20 road miles from said Centers
Area 2: More than 20 road miles to and including 80 road miles from said Centers
Area 3: Outside of 80 road miles from said Centers
Area 4: An area extending 25 road miles from shoreline of Lake Tahoe.

TOW BOATS (Dredging): Work on self-propelled vessel (except skiffs) powered by outboard motor; engaged in towing and shifting of barges, vessels and water borne craft or in the transportation by water of personnel, materials, equipment and supplies. Deckhand/Mechanics Operator/Mechanic/Watch Engineer	18.86	.84	1.35	1.18	
TOW BOATS: Work on self-propelled vessels; Boat Operators	12.17	1.23	1.45	1.18	
POWER EQUIPMENT OPERATORS: (Pile-driving)					
Group 1	\$10.68	\$1.95	\$ 2.50	\$1.35	.29
Group 1(a)	11.09	1.95	2.50	1.35	.29
Group 1(b)	11.34	1.95	2.50	1.35	.29
Group 2	11.34	1.95	2.50	1.35	.29
Group 2(a)	12.25	1.95	2.50	1.35	.29
Group 3	12.61	1.95	2.50	1.35	.29
Group 3(a)	13.12	1.95	2.50	1.35	.29
Group 4	13.78	1.95	2.50	1.35	.29
Group 5	13.99	1.95	2.50	1.35	.29

*Includes \$.39 per hour to Pensioned Health and Welfare Fund.

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POWER EQUIPMENT OPERATORS (Cont'd)
Piledriving

Group 1: Assistant to Engineer (Fireman, Oiler, Deckhand)

Group 1(a): Compressor Operator

Group 1(b): Truck Crane Oiler

Group 2: Tigger Hoist (hoisting material only)

Group 2(a): Compressor Operator (2-7); Generator (100 H.P. or over); Pump (2-7); Welding Machine (2-7) (powered other than by electricity)

Group 3: Deck Engineer; Fork Lift; A-Frame; Self-propelled Boom type lifting device

Group 3(a): Heavy Duty Repairman and/or Welder

Group 4: Operating Engineer in lieu of Assistant to Engineer Tending Boiler or Compressor attached to Crane Piledriver; Operator of Piledriving Rigs, Skid or Floating and Derrick Barges; Operator of diesel or gasoline powered Crane Piledriver (w/o boiler) up to and including 1 cu. yd.; Truck Crane, up to and including 25 tons hoisting material only

Group 5: Operator of diesel or gasoline powered Crane Piledriver (w/boiler) over 1 cu. yd.; Operator of Crane (w/steam, flash boiler, pump or compressor attached); Operator of steam powered Crawler or Universal type driver (Raymond or similar type); Truck Crane, over 25 tons hoisting material or performing piledriving work

POWER EQUIPMENT OPERATORS:	Basic Hourly Rate	Basic Hourly Rate	Fringe Benefits Payments			
			H & W	Pension	Vacation	Education and/or Appr. Tr.
	AREA 1	AREA 2				
Group 1	\$10.63	\$12.40	\$ 1.95*	\$2.50	\$1.35	.29
Group 2	11.04	12.81	1.95*	2.50	1.35	.29
Group 3	11.29	13.06	1.95*	2.50	1.35	.29
Group 4	11.94	13.71	1.95*	2.50	1.35	.29
Group 5	12.19	13.96	1.95*	2.50	1.35	.29
Group 6	12.37	14.14	1.95*	2.50	1.35	.29
Group 7	12.55	14.32	1.95*	2.50	1.35	.29
Group 8	13.07	14.84	1.95*	2.50	1.35	.29
Group 9	13.33	15.10	1.95*	2.50	1.35	.29
Group 10	13.59	15.36	1.95*	2.50	1.35	.29
Group 10-A	13.73	15.50	1.95*	2.50	1.35	.29
Group 11	13.94	15.71	1.95*	2.50	1.35	.29
Group 11-A	15.36	17.07	1.95*	2.50	1.35	.29
Group 11-B	15.64	17.41	1.95*	2.50	1.35	.29
Group 11-C	16.01	17.78	1.95*	2.50	1.35	.29

*Includes \$.39 per hour to Pensioned Health and Welfare Fund.

SCHEDULE OF WAGES

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POWER EQUIPMENT OPERATORS (Cont'd)
Areas I and II (Cont'd)

Group 1: Assistants to Engineers (Brakeman; Fireman; Heavy Duty Repairman Tender; Oiler; Deckhand; Signalman; Switchman; Tar Pot Fireman); Partisan (heavy duty repair shop parts room)

Group 2: Compressor Operator; Concrete Mixer (up to and including 1 yard); Conveyor Belt Operator (tunnel); Fireman Not Plant; Hydraulic Monitor; Mechanical Conveyor (handling building materials); Mixer Box Operator (concrete plant); Pump Operator; Spreader Operator (with screeds); Tar Pot Fireman (power agitated)

Group 3: Box Operator (bunker); Helicopter Radioman (Signalman); Motorman; Locomotive; Oiler; Ross Carrier (construction job site); Motormist Operator; Screedman (except asphaltic concrete paving); Self-propelled, automatically applied concrete curing machine (on streets, highways, airports and canals); Trenching Machine (maximum digging capacity 3 ft. depth); Tugger Hoist, single drum; Truck Crane Oiler

Group 4: Ballast Jack Tamper; Ballast Regulation; Ballast Tamper Multi-purpose; Borman (asphalt plant); Elevator Operator (inside); Fork Lift or Lumber Stacker (construction job site); Line Master; Lubrication and Service Engineer (mobile and grease rack); Material Hoist (2 drum); Shuttlecar; tie Spacer; Towernobile

Group 5: Compressor Operator (over 2); Concrete Mixers (over 2 yards); Concrete Pumps or Pumperets Guns; Generators; Grouting Machine; Press-weld (air operated); Pumps (over 2); Welding Machines (powered other than by electricity)

Group 6: BLE Line Road Factor or similar; Boom Truck of Dual Purpose A-Frame Truck; Concrete Batch Plants (wet or dry); Concrete Saws (self-propelled unit) on streets, highways, airports and canals; Drilling and Boring Machinery, vertical and horizontal (not to apply to waterliners, Wagon Drills or Jackhammers); Gradesetter, Grade Checker (mechanical or other-wise); Highline Cableway Signalman; Locomotives (steam of over 30 tons); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical Burn; Carb and/or Curb and Gutter Machine, concrete or asphalt; Portable Crusher; Post Driver (M-1500 and similar); Power Jumbo Operator (setting slip forms, etc. in tunnels); Roller; Screedman (Barber-Greene and similar) (asphaltic concrete paving); Self-propelled Compactor (single engine); Self-propelled Pipeline Wrapping Machine, Perault, CRC, or similar types); Slip Form Pumps (lifting device for concrete forms); Small Rubber Tired Tractor; Surface Beater

Group 7: Concrete Conveyor or Concrete Pump, Truck or equipment mounted (boom length to apply); Concrete Conveyor, building site; Deck Engineers; Dual Drum Mixer; Fuller Kenyon Pump and similar types; Gantry Rider (or similar); Hydra-hammer (or similar); Material Hoist (2 or more drums); Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar); Mine or Shaft Hoist; Mixermobile; Pavement Breaker with or without Compressor Combination; Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Refrigeration Plant; Roller Operator (finish asphalt); Self-propelled boom type lifting device (center mount) (10 tons or less M.R.C.); Self-propelled Elevating Grader Plane; Slusher Operator; Small Tractor (with boom) Soil Tester; Truck type Loader

Group 8: Armor-Coater (or similar); Asphalt Plant Engineer; Cast-in-place Pipe Layign Machines; Combination Slusher and Motor Operator; Concrete Batch Plant (multiple units); Dozer; Heading Shield Operator; Heavy Duty Repairman and/or Welder; Ken Seal Machine (or similar); Kolman Loader; Loader (up to 2 yards); Mechanical Trench Shield; Portable Crushing and Screening Plants; Push Cat; Rubber Tired Earth-moving Equipment (up to and including 45 cu. yards "truck" M.R.C.) Euclide, T-Pull, DW-10, 20, 21, and similar; Rubber Tired Dozer; Self-propelled Compactor with Dozer; Sheepfoot; Timber Skidder (rubber tired or similar equipment); Tractor drawn Scraper; Tractor Trenching Machine; Tri-batch Paver; Tunnel Mole Boring Machine; Welder; Woods-mixer (and other similar pugmill equipment)

Group 9: Canal Finger Drain Digger; Chicago Boom; Combination Mixer and Compressor (Gunité); Combination Slurry Mixer and/or Cleaner; Highline Cableway (5 tons and under); Lull Hi-lift or similar (20 ft. or over); Mucking Machine (rubber tired, rail or track type); Tractor (with boom) (D-6 or larger and similar)

SCHEDULE OF WAGES

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POWER EQUIPMENT OPERATORS (Cont'd)
AREAS I and II (Cont'd)

Group 10: Boom-type Backfilling Machine; Bridge Crane; Carry-lift (or similar); Chemical Grouting Machine, truck mounted; Combination Backhoe and Loader (up to and including 1/2 cu. yd. M.R.C.); Derrick (2 operators required when swing engine remote from hoist); Derrick Barges (except excavation work); Do-Wor Loader; Adams Elevator; Elevating Grader; Heavy Duty Rotary Drill Rig (including Caisson Foundation work and Euclid Loader and similar type); Robbins type drills; Koehring Scooper (or similar); Lift Slab Machine; (Vagtborg and similar types); Loader (2 yds. up to and including 4 yds.); Locomotive, 100 tons (single or multiple units); Multiple Engine Earthmoving Machine (Euclids, Dozers, etc.); (no Tandem Scraper); Pres-stress Wire Wrapping Machine; Reservoir-Debris Tug (self-propelled floating); Rubber-tired Scraper, self-loading (paddle wheels, etc.); Shuttle Cat (reclaim station); Single engine Scraper over 45 yds.; Soil Stabilizer (P & S or equal); Sub-grader (Carrier or other automatic type); Tractor, Compressor Drill Combination; Tract Laying type Earth Moving Machine (single engine with Tandem Scrapers); Train loading station; Trenching Machine, multi-engine with slipping attachment, Jeffco or similar; Vacuum Cooling Plant; Whirley Crane (up to and including 25 tons); Chief or Party

Group 10-A: Backhoe (Hydraulic) (up to and including 1 cu. yd. M.R.C.); Backhoe (Cable) (up to and including 1 cu. yd. M.R.C.); Combination Backhoe and Loader, over 1/4 cu.yd. M.R.C.; Continuous Flight Tilt Back Auger (up to and including 1 cu. yard) (Crane attached); Cranes (not over 25 tons, Hammerhead and Gentry); Grade-alls (up to and including 1 cu. yd.); Power Shovels, Clamshells, Draglines (up to and including 1 cu. yd. M.R.C.); Power Blade (single engine); Self-propelled Boom-type Lifting Device (center mount) (over 10 tons); Rubber-tired Scraper, self-loading (paddle wheel twin engine); OMI Dual Lane Auto Grader SP10 or similar

Group 11: Automatic Concrete Slip Form Paver; Automatic Railroad Car Dumper; Canal Finger Drain Backfiller; Canal Trimmer; Canal Trimmer w/ditching attachments; Cranes (over 25 tons up to and including 125 tons); Continuous Flight Tilt Back Auger, over 1 cu. yd. (including Crane); Drott Travelift, 650-A-1 or similar (45 tons or over); Highline Cableway (over 5 tons); Loader (over 4 yards, up to and including 12 cu. yds.); Power Blade (multi-engine); Power Shovels, Clamshells, Draglines, Backhoes, Grade-alls (over 1 yard and up to and including 7 cu. yds. "struck" M.R.C.); Rubber-tired Earthmoving Machines (multiple propulsion power units and two or more Scrapers (up to and including 75 cu. yds. "struck" M.R.C.); Self-propelled Compactor (with multiple propulsion power units); Single engine Rubber-tired Earthmoving Machines (with Tandem Scrapers); Slip Form Paver (concrete or asphalt); Tandem Cats; Tower Cranes Mobile; Trencher (pulling attached shield); Universal Liebherr and Tower Cranes (and similar types); Wheel Excavator (up to and including 750 cu. yd. per hour); Whirley Crane (over 25 tons)

Group 11-A: Band Wagons (in conjunction with Wheel Excavator); Cranes (over 125 tons); Loader (over 12 cu. yds., up to and including 18 cu. yds.); Power Shovels and Draglines (over 7 cu. yds., M.R.C.); Rubber Tired Multi-purpose Earth Moving Machines (2 units over 75 cu. yds. "struck" M.R.C.); Wheel Excavator (over 750 cu. yds. per hour)

Group 11_b: Loader (over 18 cu. yds.)

Group 11-C: Operator of Helicopter (when used in erection work); Remote Controlled Earthmoving Equipment

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JULY 7, 1978

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Basic Hourly Rates	Principa Benefits Payments			
	G & V	Pensions	Vacation	Education and/or Appr. Tr.
TRUCK DRIVERS				
BULK CEMENT SPREADER (w/wo Auger, under 4 yds. water level); Buss or Manhaul Driver; Concrete Pump Machine; Concrete Pump Truck (when Flat Rack Truck is used appropriate Flat Rack rate shall apply); Dump (under 4 yds. water level); Dumpcrete Truck (under 4 yds. water level); Dumpster (under 4 yds. water level); Escort or Pilot Car Driver; Ripper Truck (when Flat Rack Truck is used appropriate Flat Rack rate shall apply); Pickups; Skids (debris Box, under 4 yds. water level); Team Drivers; Trucks (dry per-batch concrete mix, under 4 yds. water level); Warehousemen	\$10.725	\$1.395	.74	\$1.00
TEAMSTER Oiler and/or Greaser and/or Service Man	10.00	1.395	.73	1.00
BULK CEMENT SPREADER (w/wo Auger, 4 yds. and under 6 yds. water level); Dump (4 yds. and under 6 yds. water level); Dumpcrete (4 yds. and under 6 yds. water level); Dumpster (4 yds. and under 6 yds. water level); Skids (Debris Box, 4 yds. and under 6 yds. water level); Single Unit Flat Rack (Taxis unit); Industrial Lift Truck (mechanical Tallygate); Trucks (Dry Pre-batch Concrete Mix, 4 yds. and under 6 yds. water level)	10.02	1.395	.73	1.00

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	Base Hourly Rate	Fringe Benefits Payments		
		H & V	Pension	Vacation
TRUCK DRIVERS: (Cont'd)				
JETTING TRUCK and WATER TRUCK (under 2,500 gallons)	\$10.825	\$1.395	.75	\$1.00
ROAD OIL TRUCKS OR BOOT MAN	10.845	1.395	.75	1.00
LIFT JITMERS, Fork Lift	10.835	1.395	.75	1.00
TRANSIT MIX, AGITATOR (under 6 yards)	10.875	1.395	.75	1.00
FUEL and/or GREASE TRUCK Driver or Fuelman	10.89	1.395	.75	1.00
TRUCK REPAIRMAN HELPER	10.895	1.395	.75	1.00
VACUUM TRUCK, under 2,500 gallons	10.905	1.395	.75	1.00
SCISSOR TRUCK, Single Unit Flat Rack (2 axle unit); Industrial Lift Truck Mechanical Tailgate; Small Rubber Tired Tractor (when used within Teamsters' jurisdiction)	10.92	1.395	.75	1.00
JETTING TRUCK and WATER TRUCKS, 2,500 gallons, under 4,000 gallons	10.935	1.395	.75	1.00
COMBINATION WINCH TRUCK With HOIST; Transit Mix Agitator (6 yards and under 8 yards)	10.975	1.395	.75	1.00
VACUUM TRUCK, 2,500 gallons and under 4,000 gallons	10.985	1.395	.75	1.00
RUBBER-TIRED MUCK CAR (not self-loaded)	10.995	1.395	.75	1.00

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	Basic Hourly Rate	Fringe Benefits Payments		
		M & V	Pensions	Unions &/or App. Tr.
TRUCK DRIVERS: (cont'd)				
BULK CEMENT SPREADER (w/wo Auger, 6 yds. and under 8 yds. water level); Dump (6 yds. and under 8 yds. water level); Dumpcrete (6 yds. and under 8 yds. water level); Dumpster (6 yds. and under 8 yds. water level); Skids (Debris Box, 6 yds. and under 8 yds. water level); Trucks (Dry Pre-batch Concrete Mix, 6 yds. and under 8 yds. water level)	\$11.02	\$1.395	.75	\$1.00
A FRAME, WINCH TRUCK; Buggy; Jetting and Water Truck (4,000 gallons and under 5,000 gallons); Rubber Tired Jumbo	11.035	1.395	.75	1.00
HEAVY DUTY TRANSPORT (high bed)	11.04	1.395	.75	1.00
ROSS HYSTER and SIMILAR STRADDLE CARRIER	11.065	1.395	.75	1.00
TRANSIT MIX AGITATOR (8 yds. through 10 yds)	11.075	1.395	.75	1.00
VACUUM TRUCK (5,500 gallons and under 7,500 gallons)	11.085	1.395	.75	1.00
JETTING TRUCK and WATER TRUCK (5,000 gallons and under 7,000 gal. wgs)	11.135	1.395	.75	1.00
COMBINATION BOOTHMAN and ROAD OILER	11.165	1.395	.75	1.00
TRANSIT MIX AGITATOR (over 10 yds. through 12 yds.)	11.175	1.395	.75	1.00
BULK CEMENT SPREADER (w/wo Auger, 8 yds. and including 12 yds. water level); Dump (8 yds. and including 12 yds. water level); Dumpcrete (7 yds. and including 12 yds. water level); Self-propelled Street Sweeper with self-contained refuse bin; Skids (Debris Box, 8 yds. and including 12 yds. water level); Snow Go and/or Snow Flow; Truck (Dry Pre-batch Concrete Mix, 8 yds. and including 12 yds. water level); Dumpster (8 yds. and including 12 yds. water level)	\$11.26	\$1.395	.75	\$1.00
HEAVY DUTY TRANSPORT (Gooseneck Lowbed)	11.37	1.395	.75	1.00
TRANSIT MIX AGITATOR (over 12 yds. through 17 yds.)	11.275	1.395	.75	1.00
AMMONIA NITRATE DISTRIBUTOR DRIVER and MIXER; Bulk Cement Spreader (w/wo Auger, over 12 yds and including 18 yds. water level); Dump (over 12 yds. and including 18 yds. water level); Dumpcrete (over 12 yds. and including 18 yds. water level); Dumpster (over 12 yds. and including 18 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 12 yds. and including 18 yds. water level)	11.30	1.395	.75	1.00

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Basic Hourly Rate	fringe Benefits Payments			
	H & V	Pension	Vacation	Education and/or Assn. Tr.
TRUCK DRIVERS: (Cont'd)				
DOUBLE COCKNECK (7 to more acres); Heavy Duty Transport Tiller Man	\$11.32	\$1.35	.75	\$1.00
P.B. or SIMILAR TYPE SELF-LOADING TRUCK	11.36	1.35	.75	1.00
TRANSIT MIX AGITATOR (over 14 yds. through 16 yds.)	11.375	1.35	.75	1.00
BULK CEMENT SPREADER (w/w Auger, over 18 yds. and including 24 yds. water level); Combination Dump and Dump Trailer; Dump (over 18 yds. and including 24 yds. water level); Dumpcrete (over 18 yds. and including 24 yds. water level); Dumpster (over 18 yds. and including 24 yds. water level); Skid (Debris Box, over 17 yds. and including 24 yds. water level); Transit Mix Agitator (over 12 yds. through 16 yds.); Trucks (Dry Pre-batch Concrete Mix, over 17 yds. and including 24 yds. water level)	11.405	1.35	.75	1.00
BULK CEMENT SPREADER (w/w Auger, over 14 yds. and including 35 yds. water level); Dump (over 24 yds. and including 35 yds. water level); Dumpcrete (over 24 yds. and including 35 yds. water level); Dumpster (over 24 yds. and including 35 yds. water level); DW 18's, 20's, 21's and other similar cat type, Terex Cobra, LeTourneapulls, Tournaracter, Euclid and similar type equipment when pulling fuel and/or Grease Tank Trailers or other misc. Trailers; Skids (Debris Box, over 24 yds. and including 35 yds. water level); Trucks (Dry Pre-batch concrete Mix, over 24 yds. and including 35 yds. water level)	\$11.46	\$1.35	.75	\$1.00
TRUCK REPAIRMAN	11.395	1.35	.75	1.00

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Basic Hourly Rate	fringe Benefits Payments			
	N & W	Pension	Vacation	Education and/or Adv. Tr.
TRUCK DRIVERS: (Cont'd)				
BULK CEMENT SPREADER (w/wo Auger, over 35 yds. and including 50 yds. water level); Dump (over 35 yds. and including 50 yds. water level); Dumpcrete (over 35 yds. and including 50 yds. water level); Dumpster (over 35 yds. and including 50 yds. water level); Skids (Debris Box, over 35 yds. and including 50 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 35 yds. and including 50 yds. water level)	\$11.61	\$1.325	.75	\$1.00
DW 10's, 20's, 21's and other similar cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment while pulling Aqua/Vak or water Tank Trailers	11.71	1.325	.75	1.00
BULK CEMENT SPREADER w/wo Auger, over 50 yds. and under 65 yds. water level; Dump (over 50 yds. and under 65 yds. water level); Dumpcrete (over 50 yds. and under 65 yds. water level); Dumpster (over 50 yds. and under 65 yds. water level); Helicopter Pilot (when transporting men or materials); Skids (Debris Box, over 50 yds. and under 65 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 50 yds. and under 65 yds. water level)	11.76	1.325	.75	1.00

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Basic Hourly Rate	fringe benefits Payments			
	H & V	Retirement	Vacation	Education and/or Appr. Tr.
TRUCK DRIVERS: (Cont'd)				
BULK CEMENT SPREADER (w/w/ Auger, over 65 yds. and including 80 yds. water level); Dump (65 yds. and including 80 yds. water level); Dumpcrete (over 65 yds. and including 80 yds. water level); Dumpster (65 yds. and including 80 yds. water level); Skids (Debris Box, 65 yds. and including 80 yds. water level); Trucks (Dry Pre-batch Concrete Mix, 65 yds. and including 80 yds. water level)	611.91	61.315	.75	61.90
BULK CEMENT SPREADER (w/w/ Auger, over 80 yds. and including 95 yds. water level); Dump (over 80 yds. and including 95 yds. water level); Dumpcrete (over 80 yds. and including 95 yds. water level); Dumpster (over 80 yds. and including 95 yds. water level); Skids (Debris Box, over 80 yds. and including 95 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 80 yds. and including 95 yds. water level)	12.06	1.315	.75	1.00
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 (29 CFR, 2.3 (a) (1) (ii)).				

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AREA DEFINITIONS for POWER EQUIPMENT OPERATORS

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AREAS I and II

**AREA I: All areas included in the description defined below which is based upon township and range lines of Areas I and II.

Commencing in the Pacific Ocean on the extension of the southerly line of Township 19S.
Thence easterly along the southerly line of Township 19S, crossing the Mt. Diablo Meridian to the S.W. corner of township 19S, range 6E, Mt. Diablo base line and meridian.
Thence southerly to the S.W. corner of township 20S, range 6E.
Thence easterly to the S.W. corner of township 20S, range 11E.
Thence southerly to the S.W. corner of township 21S, range 11E.
Thence easterly to the S.W. corner of township 21S, range 17E.
Thence southerly to the S.W. corner of township 22S, range 17E.
Thence easterly to the S.E. corner of township 22S, range 17E.
Thence southerly to the S.W. corner of township 23S, range 18E.
Thence easterly to the S.E. corner of township 23S, range 18E.
Thence southerly to the S.W. corner of township 24S, range 19E.
falling on the southerly line of Kings County, thence easterly along the southerly boundary of Kings County and the southerly boundary of Tulare County, to the S.E. corner of township 24S, range 25E.
Thence northerly to the N.E. corner of township 21S, range 29E.
Thence westerly to the N.W. corner of township 21S, range 29E.
Thence northerly to the N.E. corner of township 13S, range 28E.
Thence westerly to the N.W. corner of township 13S, range 28E.
Thence northerly to the N.E. corner of township 11S, range 27E.
Thence westerly to the N.W. corner of township 11S, range 27E.
Thence northerly to the N.E. corner of township 10S, range 26E.
Thence westerly to the N.W. corner of township 10S, range 26E.
Thence northerly to the N.E. corner of township 9S, range 25E.
Thence westerly to the N.W. corner of township 9S, range 25E.
Thence northerly to the N.E. corner of township 8S, range 24E.
Thence westerly to the N.W. corner of township 8S, range 24E.
Thence northerly to the N.E. corner of township 6S, range 23E.
Thence westerly to the N.W. corner of township 6S, range 23E.
Thence northerly to the N.E. corner of township 5S, range 19E.
Thence westerly to the N.W. corner of township 5S, range 19E.
Thence northerly to the N.E. corner of township 3S, range 18E.
Thence westerly to the N.W. corner of township 3S, range 18E.
Thence northerly to the N.E. corner of township 2S, range 17E.
Thence westerly to the N.W. corner of township 2S, range 17E.
Thence northerly crossing the Mt. Diablo Baseline to the N.E. corner of township 2N, range 16E.
Thence westerly to the N.W. corner of township 2N, range 16E.
Thence northerly to the N.E. corner of township 3N, range 15E.
Thence westerly to the N.W. corner of township 3N, range 15E.
Thence northerly to the N.E. corner of township 4N, range 14E.
Thence westerly to the N.W. corner of township 4N, range 14E.
Thence northerly to the N.E. corner of township 5N, range 13E.
Thence westerly to the N.W. corner of township 5N, range 13E.
Thence northerly to the N.E. corner of township 6N, range 12E.
Thence westerly to the N.W. corner of township 6N, range 12E.
Thence northerly to the N.E. corner of township 11N, range 14E.
Thence westerly to the N.W. corner of township 11N, range 14E.
Thence northerly to the N.E. corner of township 11N, range 10E.
Thence westerly to the N.W. corner of township 11N, range 10E.
Thence easterly to the S.E. corner of township 15W, range 10E.
Thence northerly to the N.E. corner of township 16W, range 11E.
Thence easterly to the S.E. corner of township 16W, range 11E.
Thence northerly to the N.E. corner of township 17W, range 14E.
Thence easterly to the S.E. corner of township 14W, range 14E.
Thence southerly to the S.W. corner of township 13W, range 16E.
Thence easterly to the S.E. corner of township 13W, range 16E.
Thence southerly to the S.W. corner of township 12W, range 17E.
Thence easterly along the Southern Line to township 12N to the Eastern boundary of the State of California,
to the State of California to the N.E. corner of township 17W, range 18E.
Thence westerly to the N.W. corner of township 17W, range 11E.
Thence northerly to the N.E. corner of township 20W, range 10E.
Thence westerly to the N.W. corner of township 20W, range 20E.
Thence northerly to the N.E. corner of township 21W, range 9E.
Thence westerly to the N.W. corner of township 21W, range 9E.
Thence northerly to the N.E. corner of township 22W, range 8E.
Thence westerly to the N.W. corner of township 27W, range 8E.
Thence northerly to the N.E. corner of township 27W, range 8E.
Thence easterly to the S.E. corner of township 27W, range 8E.
Thence northerly to the N.E. corner of township 28W, range 8E.
Thence westerly to the N.W. corner of township 28W, range 7E.
Thence northerly to the N.E. corner of township 30W, range 6E.
Thence westerly to the N.W. corner of township 30W, range 1E.
Thence northerly along the Mt. Diablo Meridian to the N.E. corner of township 34W, range 1W.
Thence westerly to the N.W. corner of township 34W, range 6W.
Thence southerly to the S.W. corner of township 32W, range 7W.
Thence westerly to the N.W. corner of township 32W, range 7W.
Thence southerly to the S.W. corner of township 30W, range 7W.
Thence easterly to the S.E. corner of township 30W, range 7W.

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AREA I: (Cont'd)

Thence Southerly to the S.W. corner of township 16N, range 6W,
Thence Easterly to the S.E. corner of township 16N, range 6W,
Thence Southerly to the S.W. corner of township 14N, range 5W,
Thence Westerly to the S.E. corner of township 14N, range 7W,
Thence Northerly to the N.E. corner of township 14N, range 7W,
Thence Westerly to the N.W. corner of township 14N, range 7W,
Thence Northerly to the N.E. corner of township 13N, range 6W,
Thence Westerly to the S.E. corner of township 16N, range 12W,
Thence Northerly to the N.E. corner of township 16N, range 12W,
Thence Westerly to the N.W. corner of township 16N, range 12W,
Thence Northerly to the N.E. corner of township 16N, range 12W,
Thence Westerly to the N.W. corner of township 18N, range 14W,
Thence Southerly to the S.W. corner of township 18N, range 14W,
Thence Easterly to the S.E. corner of township 18N, range 14W,
Thence Southerly to the S.W. corner of township 16N, range 13W,
Thence Westerly to the N.W. corner of township 15N, range 14W,
Thence Southerly to the S.W. corner of township 14N, range 14W,
Thence Easterly to the S.E. corner of township 14N, range 14W,
Thence Southerly to the S.W. corner of township 13N, range 13W,
Thence Easterly to the S.E. corner of township 13N, range 13W,
Thence Southerly to the S.W. corner of township 11N, range 12W,
Thence Easterly to the S.E. corner of township 11N, range 12W,
Thence Southerly along the Eastern line of range 12W, to the
Pacific Ocean excluding that portion of Northern California
within Santa Clara County included within the following lines:
Commencing at the N.W. corner of township 4S, range 1E, Mt. Diablo
Baseline and Meridian;
Thence in a Southerly direction to the S.W. corner of township 7S,
range 1E,
Thence in a Easterly direction to the S.E. corner of township 7S,
range 4E,
Thence in a Northerly direction to the N.E. corner of township 6S,
range 4E,
Thence in a Westerly direction to the N.W. corner of township 6S,
range 1E, to the point of beginning which portion is a part of
Area 2.

AREA I: also includes that portion of Northern California within
the following lines:
Commencing in the Pacific Ocean on an extension of the Southerly
line of township 2N, Humboldt Baseline and Meridian;
Thence Easterly along the Southerly line of township 2N, to the S.W.
corner of township 2N, range 1W,
Thence Southerly to the S.W. corner of township 1N, range 1W,
Thence Easterly along the Humboldt baseline to the S.W. corner
of township 1N, range 2E,
Thence Southerly to the S.W. corner of township 2S, range 2E,
Thence Easterly to the S.E. corner of township 2S, range 2E,
Thence Southerly to the S.W. corner of township 4S, range 1E,
Thence Easterly to the S.E. corner of township 4S, range 1E,
Thence Northerly to the N.E. corner of township 2S, range 1E,
Thence Westerly to the N.W. corner of township 2S, range 1E,
Thence Northerly crossing the Humboldt baseline to the S.W. corner
of township 1N, range 1E,
Thence Easterly along the Humboldt baseline to the S.E. corner
of township 1N, range 2E,
Thence Northerly to the N.E. corner of township 3N, range 1E,
Thence Westerly to the N.W. corner of township 3N, range 2E,
Thence Northerly to the N.E. corner of township 10N, range 1E,
Thence Westerly along the Northerly line to township 10N, into the
Pacific Ocean.

AREA I: also includes that portion of Northern California in-
cluded within the following lines:
Commencing at the Northerly boundary of the State of California
at the N.W. corner of township 48N, range 7W, Mt. Diablo Base-
line and Meridian;
Thence Southerly to the S.W. corner of township 44N, range 7W,
Thence Easterly to the S.E. corner of township 44N, range 7W,
Thence Southerly to the S.W. corner of township 43N, range 6W,
Thence Easterly to the S.E. corner of township 43N, range 5W,
Thence Northerly to the N.E. corner of township 45N, range 5W,
on the Northerly boundary of the State of California,
Thence Westerly along the Northerly boundary of the State of
California to the point of beginning.

AREA II: All area not included within AREA I as defined.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., Section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,
sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES.

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

---XXX---

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS
OR GRANTS FROM THE UNITED STATES

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH-348, "Statement of Compliance", or on an identical form on the back of WH-347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH-347 and WH-348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under § 516.27(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5 (a) of this subtitle.

GENERAL CONDITIONS

PART III

(NON-FEDERAL LABOR-STANDARDS PROVISIONS)

301. GENERAL PROVISIONS

The following Non-Federal Labor-Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or Local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this Contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

302. SCHEDULE OF SALARIES AND WAGES

In accordance with the provisions of Sections 1770 to 1781, inclusive, of the Labor Code of the State of California, the City has ascertained the general prevailing rate of wages applicable to the work to be done under this Contract to be those set forth in the attached Exhibit "C" which is made a part hereof.

303. PENALTIES FOR UNDER-PAYMENT OF WAGES

Contractor, and any contractor under him, shall pay not less than the general prevailing rate of per diem wages as established by the City (General Conditions, Part III, Section 302). Contractor or such subcontractor shall, as a penalty to the City, forfeit \$25.00 for each calendar day or portion thereof for each workman under this Contract paid less than said prevailing rates, as provided in Sections 1770 to 1781, inclusive, of the Labor Code of the State of California. In addition, the difference between said prevailing rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than said prevailing rate shall be paid to each workman by the Contractor, or the subcontractor under him.

304. PENALTIES FOR VIOLATION OF EIGHT HOUR DAY

Eight hours' labor constitutes a regular days' work under this Contract. Contractor or any subcontractor under him shall forfeit as a penalty to the City \$10.00 for each workman employed in the execution of this Contract by Contractor or such subcontractor for each calendar day during which any such workman is required or permitted to labor more than eight hours in violation of Sections 1810 to 1817, inclusive, of the Labor Code of the State of California.

305. EMPLOYMENT OF APPRENTICES

In accordance with Section 1777.5 of the Labor Code of the State of California and the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the execution of this contract.

GENERAL SPECIFICATIONS

SPECIAL CONDITIONS FOR SITE PREPARATION

401. PROJECT SITE

The Project Area of the urban renewal Project No. _____ consists of the area within the property limits bounded in general by _____

K Street between 4th and 6th Streets and 5th Street between
J and L Streets

Sacramento, Sacramento, California
(City) (County) (State)

all as shown on the 1 of 3, 2 of 3, and 3 of 3 designated as
Drawing(s) No.(s) _____

402. TIME FOR COMPLETION

a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the City in the Notice to Proceed to the Contractor and shall be fully completed within 150 consecutive calendar days thereafter.

403. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the City the sum of _____ DOLLARS (\$ _____) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

404. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract for Site Preparation complete in every respect within the specified time.

405. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the _____
City Engineer at Room 207-City Hall, Sacramento, Calif., and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said City at such address, or to such other representatives of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.
- e. This section does not apply to decisions given pursuant to section 113(b) of this contract.

406. SIGNS

Subject to prior approval of the City as to size, design, type and location and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by safety regulations or as necessary to safeguard life and property.

407. JOB OFFICES

- a. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The City shall be consulted with regard to locations.
- b. Upon completion of the Improvements, or as directed by the City, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.

408. PARTIAL USE OF SITE IMPROVEMENTS

The City, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the Improvements shall in no way impede

the completion of the remainder of the work by the Contractor.

- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

409. WORK BY OTHERS

The following work will be done by others:

- a. At no expense to the Contractor:

- (1) On site:

- (a) None

- (b) _____

- etc.

- (2) Off site:

- (a) None

- (b) _____

- etc.

- b. At the expense of the Contractor:

- (1) On site:

- (a) None

- (b) _____

- etc.

410. CONTRACT DOCUMENTS AND DRAWINGS

The City will furnish the Contractor without charge 10 sets of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

GENERAL SPECIFICATIONS

SCHEDULE OF DRAWINGS

Drawing No.	Index to Plans
1 of 3	5th Street between J and L Streets K Street between 4th and 6th Streets
2 of 3	" " " "
3 of 3	" " " "

SPECIAL PROVISIONS FOR
STREET LIGHTING SYSTEM MODIFICATIONS ON
5TH STREET BETWEEN J & L STREETS
K STREET BETWEEN 4TH & 6TH STREETS

1. General

The work specified herein shall be done in accordance with the Plans, the Standard Specifications, as adopted by the Council of the City of Sacramento by Resolution No. 653, dated March 30, 1967, insofar as the same may apply and in accordance with the following Special Provisions.

The said Standard Specifications are now subject to the provisions of Chapter 58 of the Sacramento City Code (Ordinance No. 3129, Fourth Series), effective July 15, 1972 (enacted pursuant to Section 251 of the Sacramento City Charter).

If there is any conflict between the Standard Specifications as currently written and Chapter 58 of the Sacramento City Code, the latter shall govern.

In the event of apparent conflict between the Plans, Standard Specifications and these Special Provisions, the requirement as determined by the Engineer which will give the greatest protection or best installation shall govern.

Bidder shall examine carefully the site of the proposed work, Plans, Specifications and Special Provisions before submitting his bid. Attention is directed to Section 2, Paragraph 2-4 of the Standard Specifications.

2. Scope of Work

The proposed work to be performed under these Specifications generally consists of the following electrolier removals, installations, and/or modifications.

		<u>Quantity</u>	<u>Luminaire</u>	<u>Quantity</u>	<u>Pole</u>
Area 1 & 2 (Sheet E-1)	Remove	22	Incandescent (2-100W Each)	22	8' Alum. Standard
	Install	12	1-100W High Pressure Sodium	12	Gardco 15', C6
Area 3 (Sheet E-2)	Remove	18	150 Watt Incandescent (9 fixtures per pole)	2	18' Precast Concrete
	Install	1	2-250W High Pressure Sodium	1	Gardco 33', C6
	Remove	400	Lamp Sockets (5 per sphere from 80 spheres)		None
	Install	80	Lamp Sockets (1 per sphere from 80 spheres) * Reuse existing spheres		Reuse Existing
Area 4	Remove	20	1-200 Watt Incandescent	20	12' Alum. Standard
	Install	2	1-100W High Pressure Sodium	2	Gardco 15', C6
			1-HPS (2-250 Watt)	1	Gardco 33', C6
	Remove	2	1-200W High Pressure Sodium	1	20' Steel (Ameron)
	Install	1	HPS (2-250 Watt)	1	Gardco 28', 6C

Note: All new electroliers to be installed shall be Gardco or approved equal.

* See Fig. F. Sheet E-2 for detail.

The Contractor shall furnish and install all necessary materials and equipment to complete in place street lighting and electrical systems as shown on the Plans and in accordance with the details shown thereon and the following Special Provisions.

Included in the work are the furnishing and installing of electroliers, conduits, concrete bases, wiring, lamps, outer globes and all material necessary to complete in place the specified street lighting systems.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the lighting systems shall be furnished and installed as though such parts were shown on the Plans or specified herein.

All equipment shall be complete and in operation to the satisfaction of the Engineer at the acceptance time of work.

3. Rules and Regulations

Shall be in accordance with Section 32-2 of the Standard Specifications.

4. Equipment List and Drawings

Shall be in accordance with Section 32-3 of the Standard Specifications.

5. Excavating and Backfilling

Shall be in accordance with Section 32-6 of the Standard Specifications.

6. Foundations

Shall be in accordance with Section 32-7 of the Standard Specifications.

7. Maintenance of Traffic

Shall be in accordance with Section 32-8 of the Standard Specifications.

8. Conduits

Conduits to be installed shall be mild steel, rigid, hot dipped galvanized conduit as specified under Section 32-9 of the Standard Specifications.

9. Conductors and Wiring

Conductors and wiring shall be in accordance with Sections 32-10 and 32-11 of the Standard Specifications, respectively, except insulation of Type UF, Type THW or Type THWN conforming to appropriate articles of the 1978 National Electrical Code are also approved.

10. Bonding and Grounding

Bonding and grounding shall be in accordance with Section 32-12 of the Standard Specifications. The grounding conductor shall be of solid copper, insulated with TW, THW or THWN green color insulation and of the size called for on the Plans. Minimum size of grounding conductor shall be No. 10 AWG.

11. Pull Boxes

Pull boxes shall be in accordance with Section 32-13 of the Standard Specifications.

Cast iron junction boxes shall be as called for on the Plans.

12. Removal and Salvage

The existing old standards with incandescent luminaires shall be removed as shown on the Plans.

Unless noted otherwise, all material removed and salvaged including, but not limited to, the standards, luminaires, and lamps shall be delivered in good condition to the Electrical Shop at the City Corporation Yard, 5730 24th Street, Sacramento, CA.

The Contractor, in coordination with the Electrical Inspector, shall also contact Bill Nettle at 449-5713 for necessary arrangements required prior to delivery.

At least forty-eight (48) hours prior to actual removal of these standards, the Contractor shall, through the Electrical Inspector, contact Caesar Parada at 449-5463 for removal of existing traffic control signs which are now mounted on these standards.

Two (2) Gardco high pressure sodium luminaires removed from a 19' pole mounted on a 6' pedestal shall be returned to Downtown Plaza Properties (444-2000) through City Inspector.

13. Lighting Standards

All new lighting standards (2-33', 1-28', 14-15') shall be Gardco Cruciform Pole, C6 Series, with bronze anodized finished (BRA) or approved equal.

14. Luminaires

- a. New Luminaires - All new luminaires to be mounted on Gardco poles shall be Gardco's Form Ten A1411-120-100-HPS-BRA or approved equal for 15' poles and Form Ten A1921-120-250-HPS BRA or approved equal for 28' or 33' poles, bearing UL wet location and I.B.E.W. with labels.

All luminaire reflectors shall be set to achieve IES, Type 1 light pattern when operated with a high pressure sodium lamp. Lamp holders shall be attached to reflector assemblies.

Each luminaire shall be furnished with an integral ballast prewired to a terminal board. The ballast shall be 120 volt, regulator type with $\pm 10\%$ input voltage range. The primary winding shall be electrically isolated from the secondary.

Prior to City acceptance of a fixture for installation, Contractor shall submit to the Engineer for approval information on the fixture and its ballast as per Section 32-3 of the Standard Specifications. Information on the ballast shall include but not be limited to the following:

Regulation Furnish ballast electrical data and lamp operating volt-watt graph for nominal, +10% and -10% of rated line voltage for the rated life of the lamp to verify ballast performance and compliance with lamp specifications.

For nominal and through rated lamp life, the lamp wattage spread shall not exceed 18% for $\pm 10\%$ line voltage variation.

Power Factor Furnish test data to indicate that the power factor of the lamp-ballast system, shall not drop below 90% throughout lamp life, for nominal to end of rated lamp life, for $\pm 10\%$ line voltage variation.

Capacitor Variance Ballast design shall be such that the normal manufacturing tolerance for capacitors of +6% will not cause more than +8% variation in regulation throughout rated lamp life for $\pm 10\%$ line voltage variation.

Lamp Failure The ballast, including the lamp starting circuitry function, shall be capable of protecting itself against normal lamp failure modes. The ballast shall be capable of operation with an open or short circuit condition for extended periods of up to six (6) months without significant loss of ballast life, based on average design life of 100,000 hours.

- 1) Lamps - Each luminaire to be furnished shall be equipped with a clear, high pressure sodium lamp. The lamp shall have mogul base. 100 watt lamp shall have ANSI Specification S54 and nominal lamp voltage of 55 volts. 250 watt lamp shall have ANSI Specification S50 and nominal lamp voltage of 100 volts. The lamps shall have rated average life of 24,000 hours.
- 2) Modification of Existing Luminaires - Existing luminaires in Area 3 shall be modified as detailed in Fig. F. Sheet E-2.

100W. high pressure sodium lamp as specified in preceding paragraph shall be installed in such a way that the center of light source is the identical point as the center of Sphere #5.

The ballast for the 100 watt high pressure sodium lamp to be installed in existing pole shall be Advance 74P8002. Post line, 12-3/4" long with a 2-17/32" diameter due to the limited space available in the shaft under the Sphere #5.

A sample for the modified Sphere #5 may be seen at the Electric Shop, City Corporation Yard, 5730 24th Street by contacting Bill Nettle at 449-5713.

The 69 watt incandescent lamp to be installed in outer spheres (Sphere #1 through Sphere #4) shall be clear. Traffic signal lamp, A21, medium base, average rated life of 8000 hours, with approximately 675 initial lumens. Rated voltage of 130 volts.

It is required that the Contractor turn in one (1) sample of Sphere #5 and Sphere #1 of the luminaires to be modified to Bill Nettle, Electric Shop, City Corporation Yard, for inspection and obtain satisfactory results before working on the rest of the luminaires.

Some of the spheres (18" clear acrylic one (1) piece ball) in Area 3 are damaged and cannot be reused. The Contractor shall remove and salvage these bad spheres and replace them with good spheres removed from Area 4 as directed by the Engineer or Inspector. The condition of the spheres as to whether they are good or bad shall be determined by the Inspector.

15. Service Connections

Electric services and panels for the proposed new lighting system will be from the existing services and panels having 120/208 volt, 3 phase, 4 wire. The Contractor shall connect the luminaires to the existing 120 volt lighting circuits as shown on the Plans and indicated on the directory with the appropriate description of new lights connected.

16. Maintenance of Street Lighting

Except Area 1 and 2 all existing street lights in each area shall remain in operation until new lighting systems are installed and ready for operation in that area. New luminaires or electroliers to be installed shall be operational on the same day they are installed.

17. Structural Slab Installation

This item shall consist of providing a street lighting standard within the area of an existing prestressed concrete slab at the location and to the details indicated on the Plans (Area 4) and as directed by the Engineer.

The lighting standard shall be installed by drilling holes in the existing structural slab to accomodate the anchor bolts and electrical conduit required by the new light standard.

The exact location of the holes for the anchor bolts and electrical conduit shall be determined in the field. The Contractor shall arrange to have radiographic exposures taken of the structural slab at the proposed location of the new light standard. The radiographic exposures are required in order to accurately determine the location of the prestressing steel strands as well as the mild steel reinforcing bars within the existing structural slab. The location of the holes for the anchor bolts and electrical conduit shall be patterned to avoid drilling into the reinforcing bars and in particular, the strands of prestressing steel.

A minimum of 4 square feet of radiographic exposures covering the proposed location of light standard shall be taken. The Engineer shall designate the location of the radiographic investigation for the proposed light standard. The Contractor shall mark the area both top and bottom of the slab for the radiography.

It is suggested the Contractor contact Met-Chem Engineering Laboratories, 3127 Fite Circle, Sacramento, Phone 361-3642 for further information.

It is the Contractor's responsibility to provide satisfactory radiographic information required prior to drilling.

The steel plate shall be fabricated from ASTM Designation A36 steel and shall be hot dipped galvanized after fabrication. The anchor bolts shall meet the requirements of ASTM Designation A307 and shall also be galvanized.

18. Adapter Plate Installation

This item shall consist of replacing existing street lights with new street light standards at the locations indicated on the Plans, to the details given (Area 1, 2 and 4) and as directed by the Engineer.

The replacement light standard installations shall utilize the existing anchor bolts by means of steel adapter plates as detailed on the Plans. The adapter plates shall be fabricated from ASTM Designation A36 steel. All steel anchor bolts and/or studs shall conform to the requirements of ASTM Designation A307.

The steel bolts or studs shall be shop welded to the adapter plates as detailed on the Plans. All welds shall be made in accordance with American Welding Society Specifications (AWS), by certified welders. The welds shall be made with E70 Series Electrodes. The steel adapter plates shall be hot dipped galvanized after all fabrication and welding has been completed.

In each replacement light standard installation, a sufficient depth of existing concrete, brick, or other pavement materials shall be removed to accommodate the adapter plate and leveling nuts. This will allow the base plates of the new light standards to be flush with the existing pavement surface. After leveling and/or plumbing of the replacement light standards has been completed, the void spaces between the adapter and base plates shall be dry packed with non-shrink grout.

The areas around the replacement light standard bases shall be restored to match the existing pavement surfaces. Any materials removed shall be disposed of outside the limits of the project. Replacement pavement materials shall match the existing surrounding pavement in size, color, and texture as close as practical.

In areas with concrete pavement the sections affected by the light standard replacement shall be saw cut at the score lines with a power driven concrete saw. The saw cuts shall be made to a depth of three inches (3") or as otherwise directed by the Engineer.

In brick paved areas, any bricks that were broken in the course of replacing the street light standards shall be replaced with new bricks matching the surrounding area.

The Contractor shall exercise caution so as not to remove any of the concrete from the structural slab.

19. Repair of Reinforced Concrete Light Standard Seat

This item shall consist of repairing and reconstructing existing reinforced concrete light standard seats at the locations and details indicated on the Plans (Area 1) and as directed by the Engineer.

Included in this item is the removal of all cracked and broken concrete from the existing light standard seat. The Contractor shall exercise caution when chipping and removing the broken concrete so as to minimize damage to the existing reinforcing steel. All stained areas of concrete shall be chipped and removed to expose a clean and sound concrete surface.

Any necessary formwork shall be installed so as to reconstruct the concrete light standard seat to its original dimensions as detailed on the Plans.

After the area to be repaired has been cleaned of all loose and defective concrete the exposed area of the seat and the adjacent one foot periphery shall be thoroughly moistened with water one-half hour prior to making the repair and kept moist. The exposed concrete area shall be painted with a neat cement paste of the consistency of pea soup.

Immediately after the application of the cement paste, new concrete shall be placed and vibrated against the forms. The concrete shall be allowed to cure for a period of at least seven (7) days prior to the removal of forms and setting of the replacement street light poles.

Concrete used for the repair of the light standard seats shall be Class "C" concrete with 6 sack of Portland cement per cubic yard and 3/4" maximum size aggregate conforming to the applicable requirements of Section 10 of the Standard Specifications. Placement of the concrete shall meet the applicable requirements of Section 10 of the Standard Specifications.

20. Repair of Existing Light Standard Bases

Existing light standards removed and not replaced shall have the areas around the bases restored to match the surrounding pavement surfaces as directed by the Engineer.

Along the 5th Street Underpass (Area 1 and Area 2) the existing anchor bolts shall be cut a minimum of three inches (3") below the existing concrete surface. The concrete area to be patched shall be saw cut with a power driven concrete saw in a square or rectangularly shaped area as directed by the Engineer. The area shall be patched with Class "C" Portland cement concrete meeting the applicable requirement of Section 10 of the Standard Specifications.

Along the K Street Mall (Area 3 and Area 4) in concrete or brick paved areas overlying the underground parking garage, the existing anchor bolts and electrical conduit holes shall be patched as detailed on the Plans.

At each existing street light location to be patched, the full depth of the existing concrete topping slab and/or brick paving shall be removed and replaced. The Contractor shall exercise caution so as not to remove any of the concrete from the structural slab.

In areas with concrete pavement the sections to be patched shall be saw cut at the score lines with a power driven concrete saw. In brick paved areas any existing bricks that were cut to accommodate the original installation of the existing light standard shall be removed and replaced with new bricks. The replacement bricks shall match the existing surrounding bricks in size, shape, color and texture as closely as practical.

Any concrete used in patching shall be Class "C" Portland cement concrete meeting the applicable requirements of Section 10 of the Standard Specifications. Placement of the concrete shall meet the applicable requirements of Section 10 of the Standard Specifications.

21. Field Test

Shall be in accordance with Section 32-15 of the Standard Specifications.

22. Inspection

Shall be in accordance with Section 32-16 of the Standard Specifications.

23. Relief from Maintenance and Responsibility

Upon the written request of the Contractor and upon written approval by the City Engineer, the Contractor may be relieved of the duty of maintaining and protecting certain portions of the work which have been completed in all respects in accordance with the requirements of the contract and to the satisfaction of the City Engineer, and thereafter except with his consent the Contractor will not be required to do further work thereon.

In addition, such action by the City Engineer will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from his negligence. Nothing in this section providing for relieve from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good defective work or materials found at any time before either the formal acceptance of the entire contract by the City Council or during the applicable guarantee period.

24. Payment

Payment shall be at the contract lump sum bid price for the construction of the street lighting system and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete this item in accordance with these Special Provisions and as directed by the Engineer.