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CITY OF SACRAMENTO

CITY MANAGER'S OFFICE
RECEIVED
MAR 4 1981

DEPARTMENT OF ENGINEERING
915 I STREET SACRAMENTO, CALIFORNIA 95814
CITY HALL ROOM 207 TELEPHONE (916) 449-5281

R. H. PARKER
CITY ENGINEER
J. F. VAROZZA
ASSISTANT CITY ENGINEER

F/Ref.
C.C. 1166

March 4, 1981

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Approval of Plans and Specifications for Sacramento River Parkway Bike Trail

SUMMARY:

The City Engineer's office has prepared plans and specifications for the subject project. Copy of said plans and specifications has been forwarded to the City Clerk and approval is recommended.

FINANCIAL:

The City Council approved in the Community Services Department's Budget \$637,340 of General funds, Bikeway funds and State Grant funds for the subject project. Total amount currently available for this project is \$536,041. The current estimated construction cost is \$523,962.

RECOMMENDATION:

The City Engineer recommends that the plans and specifications be approved and that bids be received on March 31, 1981.

Respectfully submitted,

R. H. PARKER
City Engineer

APPROVED
BY THE CITY COUNCIL

MAR 10 1981

OFFICE OF THE
CITY CLERK

March 10, 1981
District No. 1

Recommendation Approved:

Walter J. Slupe, City Manager

SACRAMENTO RIVER PARKWAY BIKE TRAIL

C.C. 1166

LWCF No. 06-00679

Sacramento
California

SEPARATE PLANS
APPROVED
BY THE CITY COUNCIL

MAR 10 1981

OFFICE OF THE
CITY CLERK

Bids to be received: March 31, 1981

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Room 203, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:00 a.m. on March 31, 1981, and opened at 10:15 a.m. in the Council Chambers, City Hall for

SACRAMENTO RIVER PARKWAY BIKE TRAIL
C.C. 1166

as set forth in plans and specifications adopted March 10, 1981.

All such proposals received and any work performed thereunder must comply with the requirements of Chapter 58 of the Sacramento City Code (Ordinance No. 3129, Fourth Series).

Bids must be submitted on printed forms supplied by the City Clerk with out charge to prospective bidders and enclosed in an envelope marked "Sealed Proposal for

SACRAMENTO RIVER PARKWAY BIKE TRAIL
C.C. 1166

All contractors, subcontractors and all concerned must comply with the rate of wages per hour as established by the Director 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 Department of Industrial Relations in compliance with Section 1770 of the Labor Code of the State of California.

This contract is federally funded and all relevent rules, regulations and laws of the Federal Government will apply.

Each bid must be accompanied by cash, cashier's check, certified check or bid bond made payable to the order of the City Director of Finance in the sum of ten percent (10%) of the aggregate of said proposal.

The right to reject any and all bids or to waive any informality in any bid received is reserved by the City Council.

LORRAINE MAGANA
CITY CLERK

SEALED PROPOSAL

Sealed Proposals will be received not later than 10:00 a.m. on March 31, 1981 at the office of the City Clerk, Room 203, City Hall, Sacramento, California and opened at 10:15 a.m. on March 31, 1981 in the Council Chambers, City Hall, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation and services for

SACRAMENTO RIVER PARKWAY BIKE TRAIL
C.C. 1166

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, Standard Specifications and Special Provisions all as on file in the office of the City Clerk, at the following Unit Bid Price.

Item No.	Item	Est. Quantity	Unit	Unit Price	Total
1.	Clearing and Grubbing	1	Job	\$ L.S.	\$
2.	Excavation Grading	5,300	C. Y.	\$	\$
3.	Fill Grading (Excludes Rein. Earth)	885	C. Y.	\$	\$
4.	Concrete Paving (4" thick)	5,430	S. F.	\$	\$
5.	Asphalt Concrete Pavement	1,575	Tons	\$	\$
6.	Aggregate Base Class II	4,500	Tons	\$	\$
7.	12" Dia. 16 gage CMP	50	L. F.	\$	\$
8.	8" Chain Link Fence	860	L. F.	\$	\$
9.	Post and Cable	4,180	L. F.	\$	\$
10.	Concrete Wheel Stops	67	Each	\$	\$
11.	Curb and Gutter No. 4	220	L. F.	\$	\$
12.	3 1/2" thick P.C.C. Sidewalk	2,766	S. F.	\$	\$
13.	2 x 6 Redwood Header	3,050	L. F.	\$	\$
14.	Sewer Manhole No. 3	1	Each.	\$	\$
15.	4" Gravity Sewer (VCP)	70	L. F.	\$	\$
16.	2" Force Main Sewer (PVC)	315	L. F.	\$	\$
17.	2" Water Line	385	L. F.	\$	\$
18.	Retaining Wall	1	Job	\$ L. S.	\$
19.	Reinforced Earth Wall	1	Job	\$ L. S.	\$
20.	Restroom Facility	1	Job	\$ L. S.	\$
				Total	

If awarded the contract, the undersigned agrees to sign said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and to begin work within fifteen (15) days after the signing of the contract by the Contractor and the City.

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.

SUB-BIDDER FORM

In accordance with Sections 4101 and 4107, inclusive, of the Government Code of the State of California, as amended, the following information is submitted concerning sub-bidders:

NAME SUB-BIDDER	ADDRESS SHOP, MILL OR OFFICE	CLASS OF WORK	PORTION OF WORK TO BE DONE

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

NOTICE

Contractor shall provide the State of California, Department of Parks and Recreation a Certificate of Insurance stating that there is liability insurance presently in effect for City. Said Certificate of Insurance shall include the following special endorsements to the policy:

1. State of California and County of Sacramento and their officers, employees, and servants are included as additional insureds but only insofar as operations under this contract are concerned;
2. The insurer will not cancel the insureds coverage without fifteen (15) days prior written notice to State;
3. Neither State or County will be responsible for premiums or assessments on the policy.

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).

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:

AGREEMENT

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, 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, and 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, in accordance with the actual amount of each item of work performed, at the unit price bid for each such item. Such payment 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 shall 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 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. The general prevailing rate of wages on projects for the City for construction work shall be as set out in the applicable Resolution adopted by the City Council, which is hereby made a part of the Special Provisions.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is understood and agreed that the time limit for the completion of said work is _____ and should said work not be completed to the satisfaction of the City within said time, there will be deducted from the final payment thereof the sum of _____ DOLLARS (\$ _____), as liquidated damages and not as a penalty, for each days' delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

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

APPROVED AS TO FORM:

CITY ATTORNEY

FUNDS AVAILABLE:

Director of Finance

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

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

TRAINING OF APPRENTICES ON PUBLIC WORK CONTRACTS

Attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any sub-contractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except where an exception is issued on one of the following conditions:

- 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.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Noncompliance with Section 1777.5 can result in substantial penalties under Section 1777.7.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

MONTHLY MANPOWER UTILIZATION REPORT

REPORT PERIOD MO YR PROJECT NUMBER % JOB COMP.

FROM: NAME & ADDRESS OF PRIME CONTRACTOR

REPORTING COMPANY'S NAME - ADDRESS EST. COMPLETION DATE OF PROJECT

NAME OF PROJECT

NAME AND LOCATION OF COMPLIANCE AGENCY

This report is required by Executive Order 11246, Section 203. Failure to report can result in Sanctions which include suspension, termination, cancellations, or debarment of contract.

TABLE A TOTAL MANHOURS FOR PROJECT

TRADE	PART 1	2 CLASS	4. MANHOURS OF EMPLOYMENT												5 MINORITY MANHRS. OF TOT. MANHRS.	6 TOTAL NO. OF MINORITY EMPLOYEES		7 TOTAL NO. OF EMPLOYEES	
			A. TOTAL		B. BLACK		C. SPAN. SURNAME		D. AMER. INDIAN		E. ASIAN		F. FILIPINO			MALE	FEM.	MALE	FEM.
			MALE	FEM.	MALE	FEM.	MALE	FEM.	MALE	FEM.	MALE	FEM.	MALE	FEM.					
LABORERS																			
EQUIPMENT OPERATORS	J																		
TRUCK DRIVERS	A																		
	T																		
	OO																		
IRONWORKERS	J																		
	A																		
CARPENTERS	J																		
	A																		
CEMENT MASONS	J																		
	A																		
ELECTRICIANS	J																		
	A																		
	J																		
	A																		
	J																		
	A																		
	J																		
	A																		

TABLE B TOTAL MANHOURS IN PLAN AREA (INCLUDING THIS CONTRACT)

LABORERS																		
EQUIPMENT OPERATORS	J																	
	A																	
TRUCK DRIVERS	T																	
	OO																	
IRONWORKERS	J																	
	A																	
CARPENTERS	J																	
	A																	
CEMENT MASONS	J																	
	A																	
ELECTRICIANS	J																	
	A																	
	J																	
	A																	
	J																	
	A																	
	J																	
	A																	

SIGNATURE & TITLE OF COMPANY OFFICIAL DATE SIGNED TEL. NO.

RECEIVED BY R.E. OR REP

SIGNATURE DATE

INSTRUCTIONS FOR FILING MANPOWER UTILIZATION REPORT

Reports must be submitted each month by the prime contractor and each subcontractor having contracts exceeding \$10,000.

Federal Hometown Plan Projects - A report on both Tables A and B is required to be submitted by every prime and subcontractor every month. If no work is performed, a negative report must be submitted by both the prime and the subcontractor.

contractors not meeting plan goals on Table B must submit explanation below stating reasons for this failure.

Reporting period - Shall be a one-month period from the 15th of one month to the 15th of the next month. (Adjust to conform with payroll period).

Completed Form DPR 356 and explanation (if applicable) must be submitted to the Compliance Agency (local jurisdiction) by the 5th of the month following the reporting period.

The reports are to be signed by a responsible official of the company and shall include the total man-hours worked for each employee level in each designated trade for the entire reporting period.

INSTRUCTIONS FOR COMPLETING FRONT SIDE OF FORM DPR 356

- Project Number The number assigned to the project by the federal funding agency.
- % Completed Percent of work completed at the end of the reporting period.
- Compliance Agency The local jurisdiction with whom the prime contractor has a contract.
- Prime Contractor Any contractor who has a construction contract with the U.S. Government or Applicant (See OFCC Regs. 60 - 1.3).

- 1. Trade If craft not shown, write name of craft in blank spaces.
- 2. Part 1 Use a check mark to indicate that the craft is signatory under Part 1.
- 3. Class The level of accomplishment or status of the worker in the trade. (J - Journeyman, A - Apprentice, T - Teamsters, OO - Owner Operators).
- 4. Man-hours of Employment The total number of hours worked by all employees in each classification; and the total number of hours worked by each minority group (Black, Spanish Surname, American Indian, Asian, and Filipino) in each classification.
- 5. Percent of minority man-hours of total man-hours The percentage of total minority man-hours worked of all man-hours worked. (Journeyman and Apprentice).
- 6. Total number of minority employees Number of minority employees working on job and plan area during reporting period by Journeyman, Apprentice, male and female.
- 7. Total number of employees Number of all employees working on job and plan area during reporting period by Journeyman, Apprentice, male and female.

Explanation for Failure to Meet Craft Goals in Hometown Plan Area

Signature of Company Official

District Comments Only

Signature

**CERTIFICATION WITH REGARD TO THE FILING OF REQUIRED REPORTS
IN PREVIOUS CONTRACTS OR SUBCONTRACTS**

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

(Company)

By _____

(Title)

Date: _____

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

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

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRECONSTRUCTION REPORT ON CONTRACTORS
Federally Assisted Projects

Participant (local agency) _____

Project Name _____

Project Number _____

Prime Contractor _____

Address _____

Phone Number () _____

Location Where Work to be Performed and County _____

Amount of Contract _____

Estimated Date Work to Start _____ Estimated Date of Completion _____

1. Has contractor held prior federal or federally assisted contracts during the last two years?

- YES If yes, answer a. through d.
 NO If no, skip to Item No. 2.

(Attach extra sheet if additional space is needed.)

- a. Federal Agency or Grant Program _____
b. Type of Work _____
c. Location of Work _____
d. Amount of Contract _____

2. Has contractor been reviewed by federal, state, or local agency pursuant to Executive Order 11246 as amended, within the past two years? YES NO If Yes, by what agency? _____

3. Indicate names, addresses, phone numbers, trades and dollar amounts of identified subcontractors (Attach extra sheet if additional space is needed.)

4. Have any subcontractors held prior federal or federally assisted contracts during the last two years?

- YES If yes, answer a. through e.
 NO If no, skip to Item No. 5.

(Attach extra sheet if additional space is needed)

- a. Subcontractor _____
- b. Federal Agency or Grant Program _____
- c. Type of Work _____
- d. Location of Work _____
- e. Amount of Contract _____

5. Is the construction site covered by hometown special bid conditions?

YES If yes, answer a. through c.

NO

a. Is the contractor signatory to the plan? YES NO

b. List any identified subcontractors signatory to the plan: (Attach extra sheet if additional space is needed).

c. List the trades covered by the requirements: (Attach extra sheet if additional space is needed).

Prepared by: (Signature and title of Contractor's Representative) (E.E.O. Officer)	Date
Reviewed by: (Signature and Title of Local Agency Representative)	Date

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CERTIFICATION OF NON-SEGREGATED FACILITIES
Federally Assisted Projects

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

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company: _____

By: _____

Title: _____

Date: _____

WORK FORCE REPORT
Federally Assisted Project

Participant (Local Agency) _____ Project Number _____

Prime Contractor _____ Address _____

TABLE A		TOTAL EXISTING WORK FORCE														TOTAL NO. OF MINORITY EMPLOYEES		TOTAL NO. OF EMPLOYEES	
TRADE	S. CLASS	A. SPAN. SURNAME		B. BLACK		C. AMER. INDIAN		D. ASIAN		E. FILIPINO		F. OTHER MINORITY		G. WHITE		MALE	FEM.	MALE	FEM.
		MALE	FEM.	MALE	FEM.	MALE	FEM.	MALE	FEM.	MALE	FEM.	MALE	FEM.						
LABORERS	J																		
	A																		
EQUIPMENT OPERATORS	J																		
	A																		
TRUCK DRIVERS	T																		
	00																		
IRONWORKERS	J																		
	A																		
CARPENTERS	J																		
	A																		
CEMENT MASONS	J																		
	A																		
ELECTRICIANS	J																		
	A																		
	J																		
	A																		
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INSTRUCTIONS

Existing Work Force – Table A

For each job category enter the total number of workers (male and female) employed by ethnic identification and level of work – journeyman, apprentice (J, A). Include all employees of the bidding contractor employed within the State of California, regardless of whether they will be employed on the construction project for which the bid is submitted. Do not include employees of any anticipated subcontractors.

Indicate the total numbers of each identified minority group in the bottom row. Indicate total minorities, total whites, and total employees in each job category in the appropriate columns.

Anticipated Work Force – Table B

For each job category enter the total number of workers (male and female) by ethnic identification and level of work – journeyman, apprentice (J, A). Include all employees that will be working on the project only, including those to be employed by any subcontractor.

If there isn't enough blank spaces to cover all the job categories to be listed under Table A or B, use additional forms (DPR 543). Just indicate "continued" at the top of the form. If a job category other than journeyman or apprentice is to be listed, i.e., foreman, helper, cross out either J or A and use appropriate initial (F = foreman, H = helper). If you have another job category to use for a trade already printed on the form such as carpenter – foreman, relist carpenter in one of the blank spaces, and change the "J" to "F".

Indicate the total numbers of each identified minority group in the bottom row. Indicate total minorities, total whites, and total employees in each job category in the appropriate columns. Indicate the date that peak employment is expected

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
**SUBCONTRACTORS' CERTIFICATION OF IMPLEMENTATION
OF AREA PLAN**

_____ certifies that:
(Subcontractor)

1. it intends to use the following listed construction trades in the work under the subcontract _____

2. As to those trades for which it is required by these Bid Conditions to comply with the minimum minority manpower utilization goals and the specific affirmative action steps for all construction work (both federal and non-federal) in the _____ area subject to these Bid Conditions, those trades being: _____ ; and

3. it will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by the Bid Conditions.

_____ Date _____
(Signature of authorized representative of bidder)

In order to ensure that the said subcontractors' certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the _____ (Agency) had determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

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

U. S. Department of Housing and Urban Development
Community Development Block Grant Program
FEDERAL LABOR STANDARDS PROVISIONS

1. APPLICABILITY

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

2. 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 amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), 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 Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. 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 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.

3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public

6500.3

Exhibit 14

Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics 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.

4. ANTICIPATED COSTS OF FRINGE BENEFITS

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 fringe benefits under a plan or program of a type expressly listed in the wage determination 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. 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 Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(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 workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 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 8 hours in any calendar day or in excess of 40 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 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall 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 clauses 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.

6. EMPLOYMENT OF APPRENTICES/TRAINNEES

- a. 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, Manpower 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 (b) 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 contracting officer 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.

- b. 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, Manpower 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 contracting officer 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.
- c. 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.

7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and 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.

8. 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 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 by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

9. 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 the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, 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 Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body 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 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 Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

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Exhibit 14

POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of the Secretary of Labor with respect to the various classification 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 earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of work.

PROHIBITION OF SUITS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted 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.

CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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 Local Public Agency or Public Body for referral by the latter through the Department of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

Questions arising under this Contract which relate to the meaning or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Minimum Wage Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Department of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate interpretation or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls in a manner satisfactory to and in accordance with instructions to be

furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body 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 this Contract shall be maintained during the course of the work and preserved for a period of 3 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 authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program 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 or Program 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 are applicable.

17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted

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Exhibit 14

without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body 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 or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

18. 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 these Federal Labor Standards Provisions 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.

19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body 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 these Federal Labor Standards Provisions. A breach of these 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.

**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.

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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, park ways, 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, preservation, 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 3 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employer of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 3-48, "Statement of Compliance", or on an identical form on the back of WH 3-17, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 3-17 and WH 3-48 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:

(1) 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 employer 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 Giving 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 (e) 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 (e) of this subtitle.

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)
From April 1, 1978 until March 31, 1979 -----	3.1
From April 1, 1979 until March 31, 1980 -----	5.0
From April 1, 1980 until March 31, 1981 -----	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, Amador, Placer, El Dorado, Nevada, and Sierra Counties, California.

GOALS AND TIMETABLES

Timetable	Trade	Goal (percent)
Until further notice	All-----	17.5 to 20.0

DAVIS-BACON ACT REQUIREMENTS
(Revenue Sharing Projects Only)

1. Minimum wages.

- (1) 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.
- (11) 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.
- (111) 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.

- (1) 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.

- (11) 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.

(1) 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:

6

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:

NOVEMBER 21, 1980

MARCH 14, 1980

FEDERAL REGISTER PUBLICATION:

CA80-5110 - VOL. 45, NO.: 227
 PAGES 77271 AND 77272
 NOVEMBER 21, 1980

DECISION SC80-5110 - Mod. 86
 (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, Bolano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Toulumne, Yolo and Yuba Counties, California	Basic Hourly Rates	Prize Benefits Payments			Education and/or Appr. Tr.
		H & W	Pensions	Vacation	
Change: POWER EQUIPMENT OPERATORS: Group 1: Area 1	12.08	1.65*	3.00	1.55	.34
Area 2	14.08	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	14.32	1.65*	3.00	1.55	.34
Area 2	16.32	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	17.46	1.65*	3.00	1.55	.34
Area 2	19.46	1.65*	3.00	1.55	.34

*Includes \$.44 per hour to Pensioned Health and Welfare Fund.

SCHEDULE OF WAGES

MODIFICATION NUMBER:

1

EFFECTIVE DATE:

APRIL 11, 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

FEDERAL REGISTER PUB.

CA80-5110-VOL. 45, NO. 72

PAGES 24976 and 24977

APRIL 11, 1980

PAGE 1 OF 1

DECISION NO. CA80-5110 - Mod. 11 (AS PER 1978 - March 14, 1980) Alameda, Alp. o. 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, Tulumne, Yolo and Yuba Counties, California	Base Hourly Rate	Range Benefits Premiums			
		B & V	Pension	Vacation	Education and/or Ass. Tr.
add: Communications and Systems Technicians: Monterey County Remainder Counties	\$14.85 10.80	1.15 .70	30+2.71 .20		.10
Painters: Sacramento, Sierra and Solano Counties: Brush Spray Tapers	14.90 13.40 13.70	1.30 1.30 1.30	2.00 2.00 2.00	.00 .80 .00	.00 .00 .00
Change: Plasterers: Alameda and Contra Costa Counties Monterey County Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Placer (Southern half), Nevada, Placer, Plumas, Sacramento, San Joaquin, Sierra, Sutter, Yolo and Yuba Counties	12.94 14.51 13.21	1.18 1.00 1.21	2.60 1.75 2.15		.03 .01 .03
Plasterers: Marin, Modoc, Napa, Shasta, Siskiyou, Solano, Sonoma, Yuba and Trinity Cos.	\$11.60	1.13	.95	1.75	.01
Mariposa, Merced, Stanis- laus and Tulumne Cos.	11.18	1.70	2.50	2.00	
Plumbers: Contra Costa County	17.07	1.40	2.39		.26
Plumbers; Steamfitters; Amador (Northern half of County), Sacramento, Yolo, El Dorado, Nevada, Placer and Plumas Cos. (Northern half, Yuba area)	14.32	1.62	2.07		.14
Roofers: Lake, Mendocino, Napa, Solano and Sonoma Cos.;	12.43	1.10	1.40	2.43	.09
Roofers Mastic Workers; Settle men (2 batties w/o pump) Bitumastic; Enamlers; Pipewrappers; Coal Tar pitch	12.60 14.43	1.10 1.10	1.40 1.40	2.43 2.43	.09 .09
San Francisco and San Mateo Counties: Roofers Mastic Workers; Settle men (2 batties w/o pump) Bitumastic; Enamlers; Pipewrappers; Coal Tar pitch	13.21 13.46 14.21	.09 .80 .80	1.50 2.50 1.50	1.90 1.90 1.90	.09 .09 .09
Elevator Constructors	16.37	.095	.49	a	.03

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

FEDERAL REGISTER PUB.

CA80-5110- VOL. 45, NO. 5

PAGES 16796 thru 16816

MARCH 14, 1980

State Monthly Rate	Private Employer Payments			
	S & W	Penalties	Vacation	Education and/or Appr. Tr.
BRICK TENDERS:				
Fresno, Kings, Madera and Tulare Counties	\$11.52	\$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
Piledriversmen, bridge, wharf and dock builders	12.23	.04	1.25	.75 .04
CEMENT MASON:				
Cement Masons	10.50	1.30	1.60	1.65 .05
Mastic Magesite; All Composition 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
13.60	1.605	1.95	1.30 .09	
DRYWALL INSTALLERS				
ELECTRICIANS:				
Alameda County:				
Electricians	17.46	1.30	30+1.90	.002
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+2.30	.04
Lake Tahoe Area:				
Electricians	17.43	.99	30+1.37	.00
Cable Splicers	19.07	.99	30+1.37	.00
Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties:				
Electricians	14.555	1.40	30+1.25	.04
Cable Splicers	16.01	1.40	30+1.25	.04
Calaveras and San Joaquin Counties:				
Electricians	16.66	1.15	30+2.11	1/40
Technicians	15.07	1.13	30+2.11	1/40
Cable Splicers				
Contra Costa County:				
Electricians	016.01	01.40	30+2.25	
Cable Splicers	18.56	1.40	30+2.25	
Del Norte and Humboldt Counties:				
Electricians	13.10	1.10	30+2.00	.04
Cable Splicers	14.15	1.10	30+2.00	.04
Fresno, Kings, Madera and Tulare Counties:				
Electricians	15.20	1.01	30+1.65	.05
Lake, Marin, Mendocino and Sonoma Counties:				
Electricians	16.45	1.11	30+2.30	.04
Cable Splicers	18.13	1.11	30+2.30	.04
Mariposa, Merced, Stanislaus and Tuolumne Counties:				
Electricians	15.47	1.00	30+1.75	1/40
Technicians	17.03	1.00	30+1.75	1/40
Cable Splicers				
Monterey County:				
Electricians	14.85	1.15	30+3.41	.00
Cable Splicers	16.71	1.15	30+3.41	.00
Napa and Solano Counties:				
Electricians	16.07	1.42	30+2.00	.05
Santa Clara County:				
Electricians	16.00	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+3.45	.00
Technicians	17.74	1.15	30+3.45	.00
Cable Splicers				
San Francisco County:				
Electricians	16.46	1.36	30+1.25	.07
Cable Splicers	18.74	1.36	30+1.25	.07
San Mateo County:				
Electricians	15.50	1.25	30+1.75	.05

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

FEDERAL REGISTER PUB.:

CA80-5110- VOL. 45, NO. 5:
PAGES 16796 thru 16816
MARCH 14, 1980

Grade County Name	Single Monthly Payments			
	H & V	Penalties	Vacations	Education and/or Ages 14
PLATERS: Alameda, Contra Costa, Lake, Marin, Mendocino, (Southern half of County from North of Pt. Reyes), Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano (S.W. from east of Fairfield) and Sonoma Counties	015.25	01.11	02.32	.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, Toulumne, Yolo and Yuba Counties	12.931	.03	1.00	
Fresno, Kings, Nadera and Tulare Counties and the remaining portions of Merced County	10.12	.94	1.04	.013 .03
IRONWORKERS: Fence Erectors	11.01	1.39	2.02	1.90 .07
Reinforcing	12.50	1.39	2.02	1.90 .07
Ornamental, Structural	12.50	1.39	2.02	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	.06	1.30	.01
Calaveras and San Joaquin Counties	12.70	.93	.85	.01
Lake (from City of Lakesport down to County line), Marin, Mendocino and Sonoma Counties	015.71	01.02	01.25	.01
Monterey and Santa Cruz Counties	11.30	.60	.55	.01
San Francisco and San Mateo Counties	13.37	1.11	2.50	1.00 .03
San Benito and Santa Clara Counties	12.69	.00	1.75	
Fresno, Kings, Nadera and Tulare Counties	14.30	.70	.70	
Mariposa, Merced, Stanislaus and Toulumne Counties	11.00			.01
Amador, El Dorado, Sacramento and Yolo Cos.	11.92	.03	2.50	1.50 .03
LINE CONSTRUCTION: Contra Costa County:				
Groundmen	12.61	1.40	30*2.25	
Line Equipment Operators	13.13	1.40	30*2.25	
Linemen	16.01	1.40	30*2.25	
Cable Splicers	10.56	1.40	30*2.25	
Del Norte, Modoc and Siskiyou Counties:				
Groundmen	9.21	.45	30*1.10	.10 1/70
Headgroundmen (Chipper), Powdermen, Jackhammermen	9.80	.45	30*1.10	.10 1/70
Line Equipment Men	11.21	.45	30*1.10	.10 1/70
Linemen, Pole Sprayers, Heavy Line Equipment Men, Certified Linemen, Welder	13.01	.45	30*1.10	.10 1/70
Tree Trimmer	11.75	.45	30*1.10	.10 1/70
Cable Splicers	14.41	.45	30*1.10	.10 1/70
Fresno, Kings, Nadera and Tulare Counties:				

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

FEDERAL REGISTER PAGE:

CA80-5110- VOL. 45, NO.

PAGES 16796 thru 16816

MARCH 14, 1980

Grade Monthly Rate	Wage Schedule Parameters			Education and/or Exp. Tr.
	H & V	Position	Vocation	
LINE CONSTRUCTION: (Cont'd)				
Calaveras and San Joaquin Counties:				
Groundmen	\$12.05	\$1.13	\$3+2.11	
Line Equipment Operators	14.45	1.13	\$3+2.11	
Linemen	16.06	1.13	\$3+2.11	
Mariposa, Merced, Stanislaus and Tuolumne Counties:				
Linemen	15.47	1.00	\$3+1.75	1/48
Cable Splicers	17.02	1.00	\$3+1.75	1/48
Monterey County:				
Linemen; Technicians	14.95	1.15	\$3+3.71	.06
Cable Splicers	16.81	1.15	\$3+3.71	.06
Napa and Solano Counties:				
Linemen	12.07	.68	\$3+1.10	.04
Cable Splicers	13.58	.68	\$3+1.10	.04
Butte, Glenn, Lassen, Plumas, Shasta, Tehama and Trinity Counties:				
Groundmen	9.58	.87	\$3+ .705	.02
Linemen; Equipment Operators	11.98	.87	\$3+ .705	.02
Cable Splicers	13.18	.87	\$3+ .705	.02
Alameda County:				
Groundmen	13.19	1.05	\$3+1.15	.03
Linemen	16.49	1.05	\$3+1.15	.03
Line Equipment Operators	14.84	1.05	\$3+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 Watersheds:				
Groundmen	14.21	.95	\$3+.85	1/24
Linemen	17.89	.95	\$3+.85	1/24
Cable Splicers	19.68	.95	\$3+.85	1/24
Lake, Marin, Mendocino and Sonoma Counties:				
Groundmen	\$10.52	\$1.11	\$3+.80	.02
Line Equipment Operators	11.84	1.11	\$3+.80	.02
Linemen	13.15	1.11	\$3+.80	.02
Cable Splicers	14.50	1.11	\$3+.80	.02
San Mateo County:				
Groundmen	13.21	1.25	\$3+1.75	.03
Line Equipment Operators	13.99	1.25	\$3+1.75	.03
Linemen	15.54	1.25	\$3+1.75	.03
Cable Splicers	17.48	1.25	\$3+1.75	.03
Siskiyou County:				
Groundmen	9.20	1.10	\$3+2.80	.04
Linemen	11.50	1.10	\$3+2.80	.04
Cable Splicers	12.42	1.10	\$3+2.80	.04
San Francisco County:				
Groundmen	10.16	1.36	\$3+1.255	.07
Linemen; Technicians	10.66	1.36	\$3+1.255	.07
Cable Splicers	10.74	1.36	\$3+1.255	.07
San Benito and Santa Cruz Counties:				
Linemen	15.87	1.15	\$3+3.71	
Cable Splicer	17.85	1.15	\$3+3.71	
Santa Clara County:				
Groundmen	14.28	1.32	\$3+2.50	.07
Linemen; Line Equipment Operators	16.80	1.32	\$3+2.50	.07
Cable Splicers	18.90	1.32	\$3+2.50	.07
MARBLE SETTERS				
	11.64	1.50	1.10	1.00
PAINTERS:				
Alpine, Amador, Calaveras and San Joaquin Counties:				
Brush	11.40	1.00	2.34	1.11
Spray; Sheetrock Tapes; Swing Stages; Scaffolds; Sandblaster Structural Steel	11.80	1.00	2.34	1.11
Fresno, Kings, Madera and Tulare Counties:				
Brush; Tapes	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: CA78-9107

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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Grade County Description	Pay Grade Description			
	Min	Max	Step 1	Step 2
PAINTERS: (Dist. 0) Mariposa, Merced, Stanislaus and Tuolumne Counties:				
Brush	218.00	218.88	.08	219.00
Swing Stage; Paperhangers; Decorative; Stain Cleaning; Motor Blasting	218.33	219.00	.08	219.00
Spray; Sandblasting	218.28	219.00	.08	219.00
Scotory, San Joaquin, San Mateo, Santa Clara and Santa Cruz Counties (ex- cluding portions of Counties in the Lake Tahoe Area):				
Brush	215.20	216.00	2.00	.08
Spray	215.03	216.00	2.00	.08
Tapero	215.70	216.00	2.00	.08
Lake Tahoe Area:				
Brush	214.03	.70	.70	.02
Spray; Paperhanger; Tapero	214.03	.70	.70	.02
Lake, Marin, Mendocino, San Francisco and Contra Costa Counties:				
Brush	210.07	210.00	2.00	.00
Spray	210.17	210.00	2.00	.00
Tapero	210.72	210.00	2.00	.00
Butte, Colusa, Glenn, Lassen (excluding the extreme SE Corner), Modoc, Plumas, Shasta, Siskiyou, Sutter, Tehama, Trinity and Yuba Counties:				
Brush; Pot Tenders; Rollers	0.30	.00	.70	
Spray; Sandblasting; Structural Steel; Swing Stage; Tapero	0.00	.00	.70	
Lassen County (that por- tion that lies Eastward of Hwy. 1395, Northwest to and including Honey Lake)				
Brush	210.03	.70	.70	.02
Spray; Paperhanger; Tapero	210.03	.70	.70	.02
Alameda, Contra Costa, El Dorado, Elko, Nevada, Florence, and Yolo Counties (excluding portions of Counties in the Lake Tahoe Area):				
Brush	214.98	215.50	2.00	.00
Spray	215.48	216.00	2.00	.00
Tapero	215.70	216.00	2.00	.00
Del Norte and Humboldt Counties:				
Brush	0.15	.02	.30	2.00
Spray; Sandblasting; Structural Steel; Swing Stage; Tapero; Paper- hangers	0.40	.05	.30	2.00
Parking Lot Striping Work and/or Highway Markers:				
Fresno, Kings and Tulare Counties:				
Traffic Delineating Device Applicator	10.72	.85	.60	0
Wheel Stop Installers; Traffic Surface Sand- blaster; Striper	10.33	.85	.60	0
Slurry Seal Operations:				
Minor Operator	10.33	.85	.60	0
Squeegee Man	9.14	.85	.60	0
Applicator Operator	9.14	.85	.60	0
Shuttlesman	9.14	.85	.60	0
Top Man	7.60	.85	.60	0

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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Grade Hourly Rate	Range Grade Pattern			Location and/or App Tr.
	H A S	Pattern	Vocation	
PAINTERS (Cont'd)				
Remaining Counties:				
Traffic Delineating Device				
Applicator; Wheel Stop				
Installer; Traffic Sur-				
Face Sandblaster				
18.72	.85	.50	b	
11.82	.85	.50	b	
Striper				
Slurry Seal Operation:				
Mixer Operator				
10.72	.85	.50	b	
Squeegee Man				
9.14	.85	.50	b	
Applicator Operator				
9.14	.85	.50	b	
Shuttleman				
7.60	.85	.50	b	
Top Man				
PLASTERERS:				
Alameda and Contra Costa				
Counties				
810.10	.745	\$ 1.85		.81
San Mateo County				
14.08	1.10	3.00		.86
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	.80	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
14.88	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	1.35	.81
Mariposa, Merced,				
Stanislaus and Tuolumne				
Counties				
9.85	.90	1.35	1.28	
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	1.35	
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				
810.40	81.25	\$ 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	
Solano County				
13.80	1.25		1.10	
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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	Basic Hourly Rate	Major Benefit Payments			
		W & V	Pensions	Vacation	Education and/or App. Tr.
PLUMBERS:					
Alameda County	16.35	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 (excluding Lake Tahoe Area)	16.32	1.48	2.87		.14
Lake Tahoe Area	16.09	1.13	1.80		.10
Marin, Mendocino, San Francisco and Sonoma Cos.	17.68	2.43	2.29		.28
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, Tuolumne and Yuba Counties	15.90	1.62	2.42		.10
Lake, Napa and Solano Cos.	17.44	1.40	2.39		.22
Del Norte and Humboldt Cos.	14.90	1.12	2.65		.18
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	13.85	1.25	1.80	1.35	.10
Mastic Workers; Kettlemen (2 bottles w/o pumps)	13.30	1.25	1.80	1.35	.10
Bitumastic; Enamellers; Pipewrappers; Coal Tar built up	15.05	1.25	1.80	1.35	.10
Alpine, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus and Tuolumne Counties:					
Roofers (slate, tile composition and built up)	12.19	1.04	1.00		
Pelt 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	1.25	1.80		.10
Fresno, Kings, Madera and Tulare Counties:					
Roofers	13.10	.70	1.10		
Lake, Marin, Mendocino, Napa, Solano and Sonoma Counties:					
Roofers	13.43	2.10	1.40	2.43	.10
Mastic Workers; Kettlemen (2 bottles 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	1.75	1.35	
Monterey and Santa Cruz Counties:					
Roofers	13.30	1.40	1.15		
San Francisco and San Mateo Counties:					
Roofers	13.31	.80	1.30	1.90	.10
Mastic Workers; Kettlemen (2 bottles w/o pumps)	13.46	.80	1.30	1.90	.10
Bitumastic; Enamellers; Pipewrappers; Coal Tar	14.43	.80	1.30	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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Grade Step Series	Range Decision Parameters				Education and/or Exp. Tr.
	Min	Max	Step	Step	
ROOFERS: (Cont'd)					
Amador, Sacramento and Yolo Counties: Roofers (slate, tile and composition)	\$12.45	\$1.19	\$ 1.19	\$2.00	.10
Shasler and Pich San Benito and Santa Clara Counties: Roofers: Bottle (1 bottle)	13.95	1.19	1.19	2.00	.10
Roofers: Bottle (1 bottle)	12.00	.99	1.00		
SHEET METAL WORKERS:					
Alameda, Contra Costa, Napa and Solano Counties	13.10	1.23	2.32	120	.05
Alpine, Calaveras and San Joaquin Counties	14.23	1.23	2.00		.01
Amador, Butte, Colusa, El Dorado, Glenn, Plumas, Sacramento, Shasta, Sierra Sutter, Tehama, Yolo and Yuba Counties	13.60	1.23	2.21		.13
Mariposa, Merced, Stanislaus and Tuolumne Counties	15.36	1.23	2.00		.04
Monterey, San Benito, Santa Clara and Santa Cruz Cos.	14.05	1.20	30*2.21		.03
Del Norte, Humboldt, Lake Marin, Mendocino, San Francisco, Sonoma and Trinity Counties	14.70	1.20	2.00		.16
San Mateo County	14.39	1.22	2.20		.043
Modoc and Siskiyou Counties	13.71	.71	.61		.043
Fresno, Kings, Madras and Tulare Counties	13.74	1.23	1.30		.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)	\$12.03	.09	\$ 1.30	\$1.25	.10
Honey Lake Area and Lake Tahoe Area	13.74	.70	.20		
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	1.70		.10
SPRINKLER FITTERS:					
Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma Cos. Remaining Counties	10.71	.75	2.35		.14
	17.30	.75	1.05		.00
STAIR FITTERS:					
Alameda and Contra Costa Counties	15.00	1.40	2.30		.02
Del Norte and Humboldt Counties	12.75	1.12	2.45		.10
TEARATIO 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	1.03	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	Private Benefits Payments			Education and/or Appr. Tr.
		M & F	Pensions	Vacation	
TERRAZO 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	1.08	1.30	1.50	.115
Alpine, Amador, Calaveras, San Joaquin, Stanislaus and Tuolumne Counties Fresno, Kings, Madera, Mariposa, Merced and Tulare Counties Monterey and Santa Cruz Counties	14.66	1.19	1.00	2.00	.04
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	11.30	1.05	1.00		.05
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	15.44	1.40	1.64		
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 Hourly Rate	Step Rate Payments			Education and/or Adv. Tr.
		H & V	Positions	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)	10.65	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
(COMMITTS)					
Group 1	11.06	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
(HOUSEMOVING)					
Group 1	10.60	1.30	1.75	1.40	.10

Group 1: Asphalt Ironers and Rakers; Barke, Wacker and similar type Tampers; Duggymobile; Chainsaw, feller, logloader and bucher; 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, Subsetters, Aligners; Jackhammer Operators; Jacking of pipe over 12 inches; Jackson and similar type Compactors; Kettleman, Potman and Man applying asphalt, lay-told, creosote, lime, caustic and similar type materials; Lagging, Sheeting, Whaling, Bracking, French-jacking, hand-guided Lagging Manner; Magnesite, Epoxyresin, Fiberglass, Mastic Workers (wet or dry); Pavement Breakers and Spaders, including Tool Grinders; Pipelayers, Caulkers, Sanders, 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 Chippers; Davis Trencher, 300 or similar type (and all small Trenchers); Roto and Ditch Witch; Roto-tiller; Sandblasters, Potman, man, Gunman, Mossleman; Signalling and Rigging; Tank Cleaners; Tree Climbers; Vibra-screed, Bull Float in connection with Laborers' work; Vibrators; Dri-pak-it Machines; 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 DML43 and similar type drills; Trach 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 fo all power and explosives of whatever type regardless of method used for such loading and placing; High Scales (including drilling fo same); Tree Topper; Bit Grinder

Group 1(b): Sewer Cleaners

Group 1(c): Burning and Welding

Group 1(d): Repair Tractees and Road Beds (out 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 Shafts

Group 1(f): Wire Winding Machine in Connection with Guniting 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

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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LABORERS (Cont'd)

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

Group 1(g): Contra Costa County Only: Pipelayers, Casblers, 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 (cleaving work); Concrete Bucket Dumper and Chuteman; Concrete Chipping and Grinding; Concrete Laborers (wet or dry); Chuck Tender; High Pressure Nozzlemans, Adductors; Groutcrew; Hydraulic Monitor (over 180 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; Sloper; Singlefoot, hand held, Pneumatic Tappet; 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; Fillers, maintenance landscape laborers on new construction; Maintenance, Repair Trackmen and Road beds; Streetcar and Railroad Construction Tract Laborers; Temporary air and water lines, Victaulic or similar; Tool Room Attendants; Fence Erectors; Guardrail Erectors; Pavement Markers (button setters)

(GUNNITE)

Group 1: Nozzlemans (including Gunmen, Potmen); Rodmen; Groundman

Group 2: Reboundman

Group 3: General Laborers

(TUNNEL and SHAFT WORK)

Group 1: Diamond Driller; Groundman; Gunite and Shotcrete Nozzlemans; 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; Headermen; High Pressure Nozzlemans; Miners - Tunnel, including Top and Bottom Man on Shaft and Raise work; Skipper Nozzlemans on slick line; Sand-blasters-potman (work assignment interchangeable) Steel Form Raisers and Setters; Timberman, Retimberman - wood or steel or substitute materials therefore; Tugger

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

Group 4: Bull Gang - Ruckers, Trackmen; Concrete Crew - includes rodding and spreading; Dumpmen (any method); Grout Crew Reboundmen; Swampet

(WRECKING WORK)

Group 1: Skilled Wrecker (removing and salvaging of masonry, 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)

(WOODMOVING)

Group 1: Skilled Eckenover

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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MARCH 14, 1980

	Base Hourly Rates	Group Standard Payments			Education and/or Exp. Tr.
		H & V	Penalties	Vacation	
POWER EQUIPMENT OPERATORS:					
DREDGING					
SCHEDULE I					
CLAMSHELL & DIPPER DREDGING					
(New Construction)					
Group 1:					
Bergenans; Deckhands; Fire- man; Oilers:					
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	11.20	1.07*	1.78	.80	.14
Group 2:					
Deck Engineers; Deck Mate:					
Area 1	11.61	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	13.04	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	13.90	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	14.30	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	14.87	1.07*	1.78	.80	.14
Area 3	15.19	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:					
Bergenans; Deckhands; Layer- hands; Foreman; Oilers:					
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 (stars winch on dredges); Deckhands; Deck Engineers:					
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	12.24	1.07*	1.78	.80	.14
Group A-3:					
Watch Engineers; Welder; Welder Mechanic:					
Area 1	11.35	1.07*	1.78	.80	.14
Area 2	12.43	1.07*	1.78	.80	.14
Area 3	12.73	1.07*	1.78	.80	.14
Area 4	13.02	1.07*	1.78	.80	.14

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

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JULY 7, 1978

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	Basic Hourly Rate	Range Starting Payment			
		GSV	Pension	Vacation	Insurance and/or Dep. Fr.
POWER EQUIPMENT OPERATORS (CONT'D)					
SCHEDULE II - (CONT'D)					
Group A-4:					
Levermen; Classbell Operators:					
Area 1	\$12.34	\$1.07	\$ 1.75	.80	.14
Area 2	13.38	1.07	1.75	.80	.14
Area 3	13.67	1.07	1.75	.80	.14
Area 4	13.96	1.07	1.75	.80	.14

AREA DEFINITIONS FOR DREDGING, SCHEDULES I and II
Four Centers designated: City Falls of Deland, 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 vessels (except skiffs powered by outboard motors) 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/Mechanics/Watch Engineer	18.84	.84	1.35	1.18	
TOW BOATS: Work on self-propelled vessels: Boat Operators	13.17	1.23	1.45	1.18	
POWER EQUIPMENT OPERATORS (Pile-driving)					
Group 1	\$10.48	\$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 2	12.25	1.95	2.50	1.35	.29
Group 2(a)	13.12	1.95	2.50	1.35	.29
Group 2(b)	13.12	1.95	2.50	1.35	.29
Group 3	13.78	1.95	2.50	1.35	.29
Group 3	13.99	1.95	2.50	1.35	.29

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

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CABO-5110

EFFECTIVE DATE:

MARCH 14, 1980

SUPERSEDES WAGE DECISION NUMBER: CA78-5107

JULY 7, 1978

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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: Tugger Boat (hoisting material only)
- Group 2(a): Compressor Operator (2-7); Generator (100 K.W. 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:	Base Hourly Rate	Base 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 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); Dozer Loader; Adams Elevator; Elevating Grader; Heavy Duty Rotary Drill Rig (including Calson Foundation work and Euclid Loader and similar type; Robbins type drills); Eohring 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 (Euclid, Dozers, etc.) (no Tandem Scraper); Pre-stress Wire Wrapping Machine; Reservoir-Debris Tug (self-propelled floating); Rubber-tired Scraper, self-loading (paddle wheels, etc.); Shuttle Car (reclaim station); Single engine Scraper over 45 yds.; Soil Stabilizer (P & S or equal); Sub-grader (Gurrier or other automatic type); Tractor, Compressor Drill Combination; Track Laying type Earth Moving Machine (single engine with Tandem Scraper); Train loading station; Trenching Machine, multi-engine with slipping attachment; Joffco or similar; Vacuum Cooling Plant; Whirley Crane (up to and including 25 tons); Chief or Pasty

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, Barmarhead and Gantry); 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 2930 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, 850-A-1 or similar (45 tons or over); Highline Cableway (over 3 tons); Loader (over 4 yards, up to and including 12 cu. yds.); Power Blade (multi-engine); Power Shovels, Clamshells, Draglines, Backhoe, 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: Sand 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

SCHEDULE OF WAGES

SUPERSEDING WAGE DECISION NUMBER:

CA80-5110

EFFECTIVE DATE:

MARCH 14, 1980

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JULY 7, 1978

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FEDERAL REGISTER PAGE:

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MARCH 14, 1980

Duty County Date	Range Schedule Payments			
	Base	Premium	Vacation	Insurance and/or Other P.
TRUCK DRIVERS				
PORTLAND CEMENT SPREADER (w/w 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; Skipper 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 pre-batch concrete mix, under 4 yds. water level); Warehousemen	810.72	81.39	.74	81.00
TEAMSTER Oiler and/or Greaser and/or Service Man	10.00	1.39	.75	1.00
PORTLAND CEMENT SPREADER (w/w 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 Tailgate); Trucks (Dry Pre-batch Concrete Mix, 4 yds. and under 6 yds. water level)	10.02	1.39	.75	1.00

SCHEDULE OF WAGES

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	State Hourly Rate	Fringe Benefits Payments			Education and/or Appn. Tr.
		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 JIBCRYS, Fork Lift	10.855	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 REAPINMAN 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 (Hoo- bonical 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 5,500 gallons	10.995	1.395	.75	1.00	
RUBBER-TIRED WRECK CAR (not self-loaded)	10.995	1.395	.75	1.00	

SCHEDULE OF WAGES

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	Basic Hourly Rate	Fixed Monthly Payments			
		Base Pay	Position	Vacation	Insurance and/or Acc. Tr.
TRUCK DRIVERS: (Cont'd)					
DOUBLE GOOSENECK (7 to more axles); Heavy Duty Transport Tiller Man	\$11.32	\$1.315	.75	\$1.00	
P.B. or SIMILAR TYPE SELF-LOADING TRUCK	11.35	1.315	.75	1.00	
TRANSIT MIX AGITATOR (over 14 yds. through 16 yds.)	11.375	1.315	.75	1.00	
BULK CEMENT SPREADER (w/o 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)	11.605	1.315	.75	1.00	
BULK CEMENT SPREADER (w/o 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); DS 10's, 20's, 31's and other similar cat type. Ferris Cobra, LeTourneapulls, Tournarocker, 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)	\$11.66	\$1.315	.75	\$1.00	
TRUCK REPAIRMAN	11.395	1.315	.75	1.00	

SCHEDULE OF WAGES

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Grade Description	Wage Schedule Payment			
	H & V	Positions	Vacancies	License and/or App. 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)	811.91	81.375	.75	81.80
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)	12.00	1.775	.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, 3.5 (e) (1) (ii)).				

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:

FEDERAL REGISTER PUB.

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,

CA80-5110- VOL. 45, NO. 5

EL DORADO, GLENN, LASSEN, MODOC, NEVADA,

PAGES 16796 thru 16816

PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN,

MARCH 14, 1980

SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,

TRINITY, TOULUMNE, YOLO AND YUBA



AREA DEFINITIONS for POWER EQUIPMENT OPERATORS

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 29E.

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 11S, range 28E.

Thence Westerly to the N.W. corner of township 11S, range 28E.

Thence Northerly to the N.E. corner of township 11S, range 17E.

Thence Westerly to the N.W. corner of township 11S, range 17E.

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 19E.

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 Easterly to the S.E. corner of township 10N, 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 Easterly to the S.E. corner of township 11N, range 10E.

Thence Northerly to the N.E. corner of township 15N, range 10E.

Thence Easterly to the S.E. corner of township 16N, range 11E.

Thence Northerly to the N.E. corner of township 16N, range 11E.

Thence Easterly to the S.E. corner of township 17N, range 14E.

Thence Southerly to the S.W. corner of township 14N, range 14E.

Thence Easterly to the S.E. corner of township 14N, range 13E.

Thence Southerly to the S.W. corner of township 13N, range 16E.

Thence Easterly to the S.E. corner of township 13N, range 16E.

Thence Southerly to the S.W. corner of township 12N, 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 17N, range 18E.

Thence Westerly to the N.W. corner of township 17N, range 11E.

Thence Northerly to the N.E. corner of township 20N, range 10E.

Thence Westerly to the N.W. corner of township 20N, range 20E.

Thence Northerly to the N.E. corner of township 21N, range 9E.

Thence Westerly to the N.W. corner of township 21N, range 9E.

Thence Northerly to the N.E. corner of township 22N, range 8E.

Thence Westerly to the N.W. corner of township 22N, range 8E.

Thence Northerly to the N.E. corner of township 27N, range 8E.

Thence Easterly to the S.E. corner of township 27N, range 8E.

Thence Northerly to the N.E. corner of township 28N, range 8E.

Thence Westerly to the N.W. corner of township 28N, range 7E.

Thence Northerly to the N.E. corner of township 30N, range 6E.

Thence Westerly to the N.W. corner of township 30N, range 1E.

Thence Northerly along the Mt. Diablo Meridian to the N.E. corner of township 14N, range 1N.

Thence Westerly to the N.W. corner of township 34N, range 6N.

Thence Southerly to the S.E. corner of township 32N, range 7N.

Thence Westerly to the N.W. corner of township 12N, range 12N.

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

FEDERAL REGISTER

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AREA DEFINITIONS for POWER EQUIPMENT OPERATORS
AREAS I and II

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 8W,
Thence Westerly to the S.E. corner of township 16N, range 12W,
Thence Northerly to the N.E. corner of township 15N, range 12W,
Thence Westerly to the N.W. corner of township 16N, range 12W,
Thence Northerly to the N.E. corner of township 18N, 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 15W,
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 6S, range 3E, Mt. Diablo
Baseline and Meridian:
Thence in a Southerly direction to the S.W. corner of township 7S,
range 3E,
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 3E, to the point of beginning which portion is a part of
Area 2.

AREA 1: 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 2E,
Thence Easterly to the S.E. corner of township 4S, range 3E,
Thence Northerly to the N.E. corner of township 2S, range 3E,
Thence Westerly to the N.W. corner of township 2S, range 3E,
Thence Northerly crossing the Humboldt baseline to the S.W. corner
of township 1N, range 3E,
Thence Easterly along the Humboldt baseline to the S.E. corner
of township 1N, range 3E,
Thence Northerly to the N.E. corner of township 9N, range 2E,
Thence Westerly to the N.W. corner of township 9N, 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 1: 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 6W,
Thence Northerly to the N.E. corner of township 48N, 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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased, or supervised (c) by the contractor and the subcontractors (d) for the construction, supply and service contracts entered into by the contractor.
- b. That any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20.
- c. That in the event a facility utilized in the accomplishment of this contract becomes listed on EPA list, this contract may be cancelled, terminated or suspended in whole or in part.
- d. That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder.
- e. That it will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA list of Violating Facilities.
- f. That it will include the provisions of paragraphs a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR Part 15.5) so that such provisions will be binding upon each subcontractor or vendor.
- g. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR Part 15.5 (a) the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR Part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the Government as soon as the contractor or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR Part 15.20.

SPECIAL PROVISIONS
FOR
SACRAMENTO RIVER PARKWAY BIKE TRAIL
CITY OF SACRAMENTO

SPECIAL PROVISIONS
FOR
SACRAMENTO RIVER PARKWAY BIKE TRAIL
CITY OF SACRAMENTO

A. SPECIFICATIONS

The work to be performed under this contract shall be done in accordance with Special Provisions contained herein. In these Special Provisions reference is made to the Standard Specifications of the City of Sacramento, adopted March 30, 1967, referred to herein as "Standard Specifications" and Standard Specifications, State of California, January 1978, both of which shall apply to the work. The General Conditions of the contract shall be governed by Sections 1 through 9 of the Standard Specifications. The Special Provisions shall govern first, followed by the Standard Specifications and Standard Specifications, State of California.

Special Notice Regarding Standard Specifications - The Standard Specifications of the City of Sacramento adopted by the City Council of said City by Resolution No. 653, dated March 30, 1967, are not 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.

B. SCOPE OF WORK

The work to be performed under these Special Provisions consists of a full bikeway improvement, including clearing and grubbing, excavation, drainage, pavement construction, fences, reinforced earth structures, boat launch, parking and restroom with utility services.

C. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The time limit for the completion of all work is two hundred forty (240) calendar days, from award of contract, and should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of Fifty Dollars (\$50) as liquidated damages and not as a penalty, for each day's delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

D. EXISTING UTILITIES

Alignment and elevation of underground utilities shown on the plans are taken from existing records where available. No responsibility is assumed for their accuracy or completeness, and it is the responsibility of the Contractor to determine their exact location in the field.

The Contractor shall send proper notices, make necessary arrangements, perform other services required in the care and maintenance of all public utilities and existing utilities identified and designated in and on the plans and specifications. As between the City and Contractor, the Contractor shall assume all responsibilities concerning plans and specifications and shall repair any such utilities that are damaged as a result of his operation. The City shall assume the responsibility for the removal, relocation, or protection of existing utilities located on the project site which are not identified in the plans and specifications. Contractor shall not be assessed liquidation damages for delay in completion of the project when such delay was caused by the failure of the City or the owner of the utility to provide for removal, relocation or protection of the existing utility facilities not designated and identified on the plans.

If the Contractor, while performing the contract, discovers utility facilities not designated and identified in the plans, he shall immediately notify the Engineer in writing and by telephone.

E. MAINTAINING EXISTING DRAINAGE

The Contractor shall be responsible for maintaining existing drainage until new drainage improvements are complete and functioning. No compensation will be paid to the Contractor for maintenance of the existing facilities, and he should include the cost of this work in the items he deems appropriate.

F. PUBLIC SAFETY

The Contractor shall be responsible for the public safety at all times. He shall be responsible for safety devices, barricades, and traffic control at the construction site.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

G. TRAFFIC CONTROL AND ACCESS

Traffic must be allowed to traverse all streets at all times.

The Contractor shall furnish, install, and maintain temporary signs, bridges, barricades, flagmen, and other facilities to safeguard adequately the general public and the work and to provide for the proper

routing of vehicular and pedestrian traffic as directed by the Engineer.

No additional payment will be made for "Maintenance of Traffic" and the cost thereof shall be considered to be included in the price bid for such items as the bidder may consider appropriate.

H. DUST CONTROL

The Contractor is responsible for the control of dust. He shall take any steps necessary or required by the Engineer to eliminate the nuisance caused by blowing dust. Dust control must be maintained on weekends and holidays in addition to normal working days. No additional compensation will be paid to the Contractor for water used or for work performed in the control of dust. He shall include the cost in any item he deems appropriate.

I. PROTECTION OF EXISTING IMPROVEMENTS

Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations. All existing pavements, sidewalks, street improvements, underground utilities and other improvements not to be removed under this contract shall be protected from damage by the Contractor throughout the construction period. All painted or other disfiguring markings on the pavement, sidewalk, or gutters shall be removed by the Contractor before acceptance of the work.

The Contractor shall be liable for costs of repairing damage to existing improvements. No direct payment will be made for "Protection of Existing Improvements" and the cost thereof shall be considered to be included in the price bid for such items as the bidder may consider appropriate.

J. RELIEF FROM MAINTENANCE AND RESPONSIBILITY - RESOLUTION NO. 108

Upon 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 Contractor's own operations or from his negligence. Nothing in this section providing for relief 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.

K. The Contractor shall be responsible for obtaining and following all permits required. Included in the attached Appendix are permits from the Reclamation Board, State Lands Commission, Public Utilities Commission and the Southern Pacific Transportation Company.

L. TRENCH SAFETY PLANS

Before beginning excavation for a trench five feet (5') or more in depth, the Contractor shall secure a permit from the Division of Industrial Safety (2422 Arden Way, Suite 55, Phone 445-5818). A copy of this permit must be available at the construction site.

When required by the plans or by the Engineer, the Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground. Such plan shall be approved by the Engineer at least five (5) days before the Contractor intends to begin work on the trench. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. Nothing herein shall be deemed to allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

M. COMPLIANCE WITH OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupation Safety and Health Act (Labor Code Sections 6300 et seq.) which are applicable to the work to be accomplished pursuant to this agreement. The foregoing shall include but not be limited to, all applicable Construction Safety Orders issued by the State of California, Division of Industrial Safety. The provisions of Standard Specifications, Section 6 shall be specifically applicable to the foregoing terms of this section without reducing or diminishing in any manner the generality of the application of said Standard Specifications.

N. ITEMS OF THE PROPOSAL

The items of the proposal are described in detail as follows:

Item No. 1 - Clearing and Grubbing

This item shall include removal of shrubs, signs, hedges, fences, existing concrete slabs, existing paving, concrete rubble and any other obstruction lying within the limits of the work as shown on the plans or directed by the Engineer. This item shall also include removal of existing sea wall where shown on plans. The sea wall shall be saw cut so that the edge of the remaining wall shall form a neat, straight line.

Payment for clearing and grubbing shall be a lump sum figure and shall include disposal of excess material away from the site.

Item No. 2 - Excavation Grading

Excavation grading involved shall conform to the provisions of Section 12 "Standard Specifications." Water used in the preparation of subgrade will be included in this item. Excavation necessary for construction of the Reinforced Earth volume is included in this item.

Disposal of Excess Excavated Material - Excess excavated material shall be the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right of way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

Payment shall be made per cubic yard of material excavated and shall include removal and disposal of excess material away from the site if necessary.

Item No. 3 - Fill Grading

Fill grading involved shall conform to the provisions of Section 12 Standard Specifications and shall include any fill compaction where directed by the Engineer. This item does not include fill required in the Reinforced Earth volume.

Payment shall be made per cubic yard of fill material complete in place.

Item No. 4 - Concrete Pavement

Portland cement concrete pavement shall be constructed to the details shown on the plans or as directed by the Engineer and shall conform to the applicable requirements of Section 16 of the Standard Specifications.

Payment shall be per square foot of concrete pavement complete in place, and shall include full compensation for subgrade preparation and reinforcement and shall include grooved car top boat launch.

Item No. 5 - Asphalt Concrete Pavement to Construct

Asphalt concrete shall conform to the applicable requirements of Section 19 of the Standard Specifications. Class B Single Seal Coat shall not be applied as specified in Section 19-8 of the Standard Specifications. The pavement shall consist of a surface course and shall be a fine mix (100% passing the 1/2" screen or finer). Asphalt content shall be 5.8 to 6.2.

Included under this item shall be the placement of A.C. as directed by the Engineer to provide a smooth transition between new and existing pavement and any overlay required by the Engineer.

Paving asphalt shall be viscosity Grade AR 4000, unless otherwise directed by the Engineer, and shall conform to applicable portions of Section 92 of the California Department of Transportation's Standard Specifications dated January 1978. Fog seal shall be applied and shall be SS-1 and equal parts water spread at 0.07 gallons per square yard.

Payment - The price paid per ton for asphalt concrete shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved in

completing this item in place, as shown on the plans, specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. This item shall include fog seal and erosion protection for 12" C.M.P. near car top boat launch.

Item No. 6 - Aggregate Base Class II to Place

This item shall consist of furnishing and placing Aggregate Base Class II at such places as are designated by the plans or by the Engineer in accordance with these specifications and in conformity with the lines and grades given. This item may be omitted all or in part at the discretion of the Engineer. Apply 1 pound Poly-Bor-Chlorate sterilant to each 2 gallon water at the rate of 8 gallons per 100 square feet of subgrade applied to subgrade.

Aggregate Base Class II shall be dense graded and shall conform to Paragraph 10-7 and 14-1 of the Standard Specifications, with the exception that the water used for laying shall be included in the unit price bid.

Payment - The price paid per ton for aggregate base shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved in completing this item in place, as shown on the plans, specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. This item shall include subgrade sterilant.

Item No. 7 - 12" Diameter, 16 Gauge, Corrugated Metal Pipe To Place

Corrugated metal pipe drainage culvert shall be constructed to the details shown on the plans and conform to the applicable requirements of Section 10, 12, 25-8, and 27 of the Standard Specifications.

Payment - The price paid per lineal foot of corrugated metal pipe in place shall include full compensation for furnishing all labor, materials, tools and equipment and performing all work involved in laying and installing the pipe and 12" elbows complete in place.

Item No. 8 - 8' Chain Link Fence

The Contractor shall furnish and install chain link fencing and gates as shown on the plans in accordance with Section 80 of the Standard Specifications, State of California, and shall be as per

drawing A78-A.1 of the State of California "STANDARD PLANS" dated March 1977.

Payment shall be per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing fences, and gates, complete in place, as shown on the plans and as specified in these specifications and the special provisions, and as directed by the Engineer. This item shall include the cost of relocating and constructing pipe swing gates where shown on plans and as detailed on the plans.

Item No. 9 - Post and Cable

The Contractor shall furnish and install post and cable where shown on the plans and in accordance with the details shown on the plans.

Payment shall be at the price per lineal foot of post and cable and shall include full compensation for all materials furnished and work performed. Contractor shall take into consideration all posts with or without concrete footings, terminal and line posts and gates in the average price bid per lineal foot of post and cable.

Item No. 10 - Concrete Wheel Stops

The Contractor shall install minimum 6' concrete wheel stops 1.5 feet from the front end of all parking spaces in the Tiscornia Park area and as shown on the plans.

Payment shall be at the price per wheel stop and shall include full compensation for all materials furnished (including dowels) and work performed.

Item No. 11 - Curb and Gutter No. 4

Concrete curbs and gutters shall be placed in the locations shown on the plans and shall conform to the Standard Details shown in Section 33 of the Standard Specifications. Construction of curb and gutter shall conform to the requirements of Section 23 of the City Standard Specifications.

Payment for curb and gutter shall be at the bid price per lineal foot as specified in Section 23-11(a) of the Standard Specifications. This item shall include the cost of installation of standard curb No. 17 at perimeter of pave-out area station 21+00 to 21+80 ± of the plans.

Item No. 12 - Sidewalk - 3-1/2" Thick, P.C.C.

The construction of concrete sidewalk shall be in accordance with Section 23 of the City Standard Specifications.

Payment shall be made at the bid price per square foot of Portland cement concrete sidewalk in accordance with Section 23-11(b) of the City Standard Specifications.

Item No. 13- - Redwood Headerboard

Redwood headerboard and stakes shall be Rough Construction Heart

Grade in accordance with California Redwood Association Grading Rules. All nails shall be galvanized. Construction shall be in accordance with Section 15 of the City Standard Specifications.

Payment shall be made at the price bid per lineal foot of redwood header and shall include full compensation for furnishing all materials and performing all the work required to complete in place.

Item No. 14 - Sewer Manhole No. 3

Manhole shall be constructed where shown on the plans and shall conform to Sections 24 and 33 of the City Standard Specifications. Apply sulfide protection lining over interior surface: coal tar epoxy, 10 mil. minimum thickness.

Payment shall be at the lump sum price bid per manhole and shall include full compensation for all necessary excavation, for formwork, for all concrete, and for necessary castings including heads and covers and for doing all work necessary to construct the manhole to the dimensions shown on the plans and given by these Special Provisions.

Item No. 15 - 4" Gravity Sewer

The materials and methods of construction for vitrified clay pipe sewer shall be in accordance with Sections 10, 12, and 25 of the City Standard Specifications. Measurement of pipe for sewer shall be a total distance along the centerline of the pipe as installed from center to center of manholes or to the pay limit as shown on the plans. The measurement shall include the straight run of all wyes and tees where used.

Payment shall be made at the price bid per lineal foot of pipe and includes the furnishing of all materials for construction of the pipe, fittings, and connections and all labor, materials, and equipment necessary to excavate the trench, remove all obstructions, remove and refill the trench, restore the surfaces, test the pipelines, connect to existing pipe, and do all the other work necessary to produce a complete and finished job in accordance with the City Standard Specifications.

Item No. 16 - 2" Force Main Sewer

2" force main shall be PVC Class 160 SDR 26 and shall conform to ASTM designation D 2241 and ASTM D 1784 for PVC compounds. Fittings shall be at least equal to the class and grade of the pipe which they connect. The Contractor shall provide the necessary adaptors as shown or implied on the plans. Where such adaptors require bolting, the bolts shall be stainless steel.

Payment shall be made at the price bid per lineal foot of pipe and includes the furnishing of all materials for construction of the pipe, fittings, and connections and all labor, materials, and equipment necessary to excavate the trench, remove all obstructions, remove and refill the trench, restore the surfaces, test the pipelines, and do all the other work necessary to produce a complete and finished job in accordance with the Standard Specifications. Concrete

encasement through levee section is also included in this item.

Item No. 17 - 2" Water Line

2" water line shall be installed in accordance with the plans and as directed by the City Engineer and shall conform to Sections 10 and 26 of the City Standard Specifications.

Payment for water line construction shall be at the contract price bid per lineal foot of water main. Said price shall include the furnishing and installing of all valves and fittings and for adjusting existing valves to finish grade. Said price shall also include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in cutting, trenching, laying, blocking, disinfecting, testing, backfilling, and making connections as required.

Item No. 18 - Retaining Wall

The reinforced concrete retaining wall shall be constructed in accordance with Sections 17 and 18 of the Standard Specifications and in accordance with the plans and as directed by the Engineer. Concrete shall be Class "B", 1-1/2 maximum size as specified in Paragraph 10-5 of the City Standard Specifications. The cement shall be Type 1 as set forth in Paragraph 10-1 of the City Standard Specifications. Any necessary patching due to faulty construction or failure of concrete to properly set shall be done to the satisfaction of the City Engineer without additional cost.

Payment shall be made at the lump sum bid price and shall include full compensation for excavating and finishing the subgrade; furnishing, placing, and later removing necessary forms and form work; furnishing and placing reinforcement; and doing such other work as may be necessary to construct the concrete retaining wall as shown by the plans.

Item No. 19 - Reinforced Earth Wall

See technical specifications attached.

Payment shall be at the lump sum price bid for the complete Reinforced Earth Wall Section and shall include full compensation for furnishing all materials, labor, tools, equipment and incidentals, and doing all work involved in completing this item in place as shown on the plans and as specified herein. This item includes both locations shown on the plans. Select backfill material and its placement, erosion protection, and coordination with Southern Pacific Railroad Company regarding existing cable preservation are also included in this item. This item shall also include erosion protection at car top boat ramp.

Item No. 20 - Restroom Facility

See special provisions attached.

Payment for the restroom facilities shall be at the lump sum price bid for the complete restroom and lift station in place and shall include full compensation for furnishing all materials, labor, tools, equipment and incidentals, and doing all work involved in completing this item in place as shown on the plans and as specified herein.

TECHNICAL SPECIFICATIONS
FOR
REINFORCED EARTH STRUCTURE

1.0 Description

This work shall consist of Reinforced Earth walls constructed in accordance with these specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on the plans or established by the Engineer.

2.0 Materials

The Contractor shall make his own arrangements to purchase the face panels, reinforcing and tie strips, fasteners, joint filler and all necessary attachments from The Reinforced Earth Company, 555 Capitol Mall, Suite 757, Sacramento, California 95814.

2.1 Concrete Face Panels

Cement shall conform to the requirements of AASHTO M-85. Concrete shall have a minimum compressive strength at 28-days of 4000 psi. Air entraining, retarding or accelerating agents or any additive containing chloride shall not be used without approval of the Engineer.

Tie strips, connecting pins, and PVC pipe and lifting devices shall be set in place to the dimensions and tolerances shown on the plans prior to casting.

2.1.1. Testing and Inspection

Acceptability of the precast units will be determined on the basis of compression tests and visual inspection. The precast units shall be considered acceptable regardless of curing age when compression test results indicate strength will conform to 28-day specifications. The Contractor or his supplier shall furnish facilities and perform all necessary sampling and testing in an expeditious and satisfactory manner. Panels shall be considered acceptable for placement in the wall when 7-day strengths

exceed 65% of 28-day requirements.

2.1.2. Casting

The panels shall be cast on a flat area, the front face of the form at the bottom, the back face at the upper part. Tie strip guides shall be set on the rear face. The concrete in each unit shall be placed without interruption and shall be consolidated by the use of an approved vibrator, supplemented by such hand-tamping as may be necessary to force the concrete into the corners of the forms and prevent the formation of stone pockets or cleavage planes. Clear form oil of the same manufacture shall be used throughout the casting operation.

2.1.3. Curing

The units shall be cured for a sufficient length of time so that the concrete will develop the specified compressive strength. Any panel pour which does not reach specified strength within 28-days shall be rejected.

2.1.4. Removal of Forms

The forms shall remain in place until they can be removed without damage to the unit.

2.1.5. Concrete Finish and Tolerances

Concrete surface for the front face shall have ordinary surface finish and for the rear face an unformed surface finish. Rear face of the panel shall be roughly screeded to eliminate open pockets of aggregate and surface distortions in excess of $\frac{1}{4}$ -inch.

2.1.6. Tolerances

All units shall be manufactured within the following tolerances:

- . All dimensions within $\frac{3}{16}$ -inch.
- . Angular distortion with regard to the height of the panel shall not exceed 0.2-inch in 5 feet.
- . Surface defects on formed surfaces measured on a length of 5 feet not more than 0.1-inch.

2.1.7. Compressive Strength

Acceptance of the concrete face panels with respect to compressive strength will be determined on a lot basis.

The lot will consist of all production units (batches of concrete or panels) produced within a week's or 7-day production operation. Production units shall be randomly selected in accordance with the production day sample sizes of Table A and tested for compressive strength. Compression tests shall be made on standard 6-inch by 12-inch test specimen prepared in accordance with AASHTO T-23. Compressive strength testing shall be conducted in accordance with AASHTO T-22.

Table A

<u>Production Day Quantities</u>	<u>Sample Size</u>
-35 cu. yds. (-50 panels)	1
35 - 70 cu. yds. (50-100 panels)	2
-70 - 105 cu. yds. (100-150 panels)	3
+ 105 (+150 panels)	5

When standard 6-inch by 12-inch test specimen are utilized, a minimum of four cylinders shall be cast for each production unit sampled. Two of these specimen shall be cured in the same manner as the panels and tested at 7-days. The remaining two cylinders shall be cured in accordance with AASHTO T-23 and tested at 28-days. A test result will be the average compressive strength of two cylinders.

Acceptance of the lot will be made if all acceptance tests in a lot are greater than 4000 psi or provided no individual 28-day compressive strength test result falls below 3600 psi and the average 28-day compressive strength of all test results for the lot equals or exceeds the acceptance limits set forth in Table B.

The acceptance limits of Table B shall also apply to core compressive strength test results.

Table B: Lot Acceptance Limits

<u>Number of Lot Acceptance Tests</u>	<u>Average of All Lot Acceptance Tests Must Equal or Exceed These Limits</u>
3 - 7	4000 + 0.33R*
8 - 15	4000 + 0.44R*
16+	4000 + 0.46R*

*Range: The difference between the largest and smallest acceptance test result.

2.1.8. Rejection

Units shall be subject to rejection because of failure to

meet any of the requirements specified above. In addition, any or all of the following defects shall be sufficient cause for rejection:

- . Defects that indicate imperfect moulding.
- . Defects indicating honeycombed or open texture concrete.

2.1.9. Marking

The date of manufacture shall be clearly scribed on the rear face of each panel.

2.1.10. Handling, Storage and Shipping

All units shall be handled, stored and shipped in such a manner as to eliminate the danger of chipping, cracks, fractures and excessive bending stresses. Panels in storage shall be supported on firm blocking located immediately adjacent to tie strips to avoid bending the tie strips.

2.2 Reinforcing Strips and Tie Strips

Tie strips shall be shop-fabricated of hot rolled steel conforming to the minimum requirements of ASTM A-570 Grade C or equivalent. Galvanization shall conform to the minimum requirements of ASTM A-123 or equivalent. Reinforcing strips shall be hot rolled from bars to the required shape and dimensions. Their physical and mechanical properties shall conform to ASTM A-36 or equivalent. Galvanization shall conform to ASTM A-123.

They shall be cut to lengths and tolerances shown on the plans. Holes for bolts shall be punched in the locations shown.

All reinforcing and tie strips shall be carefully inspected to insure they are true to size and free from defects that may impair their strength and durability.

2.3 Fasteners

Bolts and nuts shall be hexagonal cap screw, high strength conforming to ASTM A-325 or equivalent, galvanized. They shall be $\frac{1}{2}$ -inch in diameter, $1\frac{1}{4}$ -inch in length with $\frac{3}{4}$ -inch thread length.

2.4 Joint Filler

2.4.1. Vertical Joints

Filler for vertical joints between panels shall be flexible open cell polyether foam strips, Grade UU-34, 2" by 2" as manufactured by North Carolina Foam Industries or equal.

2.4.2. Horizontal Joints

Filler for horizontal joints between panels shall be resin-bonded cork filler conforming to ASTM D-1752 (Type II) or equal as approved by the Engineer.

2.5 Select Granular Backfill Material

All backfill material used in the structure volume shall be reasonably free from organic or otherwise deleterious materials and shall conform to the following gradation limits as determined by AASHTO T-27:

<u>Sieve Size</u>	<u>Percent Passing</u>
6 inches	100
3 inches	100 - 75
No. 200	0 - 25

Materials not conforming to these specifications shall not be used without the written consent of the Engineer.

The Contractor, or the supplier as his agent, shall furnish the Engineer a Certificate of Compliance certifying the above materials comply with the applicable contract specifications. A copy of all test results performed by the Contractor or his supplier necessary to assure contract compliance shall also be furnished the Engineer.

Acceptance will be based on the Certificate of Compliance accompanying test reports, and visual inspection by the Engineer.

3.0 Construction Requirements

3.1 Wall Excavation

Unclassified excavation shall be in accordance with the requirements of General Specification and in reasonably close conformity to the limits and construction stages shown on the plans.

3.2 Foundation Preparation

The foundation for the structure shall be graded level for a width equal to or exceeding the length of reinforcing strips or as shown on the plans. Prior to wall construction, the foundation shall be compacted with a smooth wheel vibratory roller. Any foundation soils found to be unsuitable shall be removed and replaced.

At each panel foundation level, an unreinforced concrete leveling footing shall be provided as shown on the plan. The footing shall be cured a minimum of 12 hours before placement of wall panels.

3.3 Wall Erection

Precast concrete panels shall be placed vertically with the aid of a light crane. For erection, panels are handled by means of a lifting device set into the upper edge of the panels. Panels should be placed in successive horizontal lifts in the sequence shown on the plans as backfill placement proceeds. As fill material is placed behind a panel, the panels shall be maintained in vertical position by means of temporary wooden wedges placed in the joint at the junction of the two adjacent panels on the external side of the wall. External bracing may also be required for the initial lift. Vertical tolerances (plumbness) and horizontal alignment tolerance shall not exceed 3/4-inch when measured along a 10-foot straight edge. The maximum allowable offset in any panel joint shall be 3/4-inch. The overall vertical tolerance of the wall (plumbness from top to bottom) shall not exceed 1/2-inch per 10-feet of wall height.

3.4 Backfill Placement

Backfill placement shall closely follow the erection of each lift of panels. At each reinforcing strip level, backfill should be roughly leveled before placing and bolting strips. As shown on the plans, reinforcing strips shall be placed normal to the face of the wall. The maximum lift thickness shall not exceed 8-inches (loose) and shall closely follow panel erection. The Contractor shall decrease this lift thickness if necessary to obtain the specified density.

At the end of each day's operations, the Contractor shall shape the last level of backfill as to permit runoff of rainwater away from the wall face. Backfill shall be compacted in accordance with the project specifications for embankment except that the minimum required compaction shall be 95% of maximum density as determined by ASTM D1557-70. Backfill compaction shall be accomplished without disturbance or distortion of reinforcing strips and panels. Compaction in a strip 3 foot wide adjacent to the backside of the wall shall be achieved using light mechanical tampers.

4.0 Barrier Rail

The reinforced concrete barrier rail shall be constructed in accordance with Sections 17 and 18 of the Standard Specifications and in accordance with the plans and as directed by the Engineer. Concrete shall be Class "B", 1 1/2 maximum size as specified in Paragraph 10-5 of the City of Standard Specifications. The cement shall be Type 1 as set forth in Paragraph 10-1 of the City of Standard Specifications. Any necessary patching due to faulty construction or failure of concrete to properly set shall be done to the satisfaction of the City Engineer without additional cost.

5.0 EROSION PROTECTION

Erosion protection shall consist of a blanket of crushed rock overlain by a layer of riprap. Crushed rock fill materials designated for use within the scree zone shall consist of aggregate no smaller than two inches (2") nor greater than ten inches (10") in maximum dimension. The crushed rock shall be placed as a continuous layer at least twenty-four inches (24") in thickness. Overlying riprap materials shall consist of individual rock fragments which shall be dense, sound, and resistant to abrasion and shall be free of cracks, seams, and other defects that would tend to hasten their destruction by water action. The riprap shall constitute a zone at least eighteen inches (18") in thickness and conform to the following grading specifications:

<u>Weight (lbs)</u>	<u>Percent Lighter by Weight</u>
160	100
100	80 - 100
50	45 - 80
20	15 - 45
5	0 - 15

Riprap materials may be end-dumped rather than hand placed. Crushed rock fill materials shall be spread uniformly and without segregation over the designated areas to provide suitable bedding for the riprap section. Riprap materials shall be end-dumped and graded off in a manner to insure that the larger rock fragments are uniformly distributed and that the smaller rock fragments serve to fill the spaces between the larger rock fragments so as to provide compact, uniform layers of riprap of the specified thickness.

SPECIAL PROVISIONS FOR
RESTROOM FACILITY

DIVISION 2 - SITE WORK

SECTION 2A - SITE WORK

2A-01. SCOPE:

- A. Includes all excavating, filling, grading and related items necessary to complete work shown on drawings and specified herein.
- B. Excavating and backfilling for sewers, water, plumbing and electric work are included under their respective divisions.
- C. Provide and place any additional fill material needed to bring existing grades to new grades indicated or specified. Provide and place sand and gravel fill under building slabs.

2A-02. EXCAVATING: Excavate to elevations and dimensions indicated, plus sufficient space to permit erection of forms, masonry and the inspection of foundations.

Upon approval of Engineer, excavation for footings and trenches may be cut to accurate sizes and side forms omitted, if concrete can be poured in clean-cut trenches without danger of cave-ins. If forms are omitted and concrete poured in cut trenches, footings shall be increased 2" in width.

If suitable bearing for foundations is not encountered at the depth indicated on drawings, the Contractor shall immediately notify the Engineer and shall not proceed further until instructions are given and necessary measurements made for purpose of establishing additional volume of excavation.

Protect bottom of excavation from frost. Do not place foundations, footings or slabs on frozen ground. Shore and brace excavations, protect all slopes and earth banks if necessary to prevent cave-ins.

Contractor shall control the grading around buildings so that ground is pitched to prevent water from running into the excavated areas. He shall furnish all pumping required to keep excavated spaces clear of water during construction.

Placing of footings and foundations on earth fill other than engineered fill will not be permitted. Fill excess cuts under footings and foundations with concrete.

2A-03. FILLING AND GRADING: Do all excavating, filling, backfilling and grading necessary to bring entire area outside of building to a minimum of 6" below building finish floor.

Remove debris from excavations before backfilling; do not backfill against foundation walls until directed by Engineer. Backfill shall be free from plaster, bats and other debris.

2A-04. ROCK BASE UNDER BUILDING SLAB: Ungraded river run rock base shall be free from vegetation or debris, compacted to a minimum depth of 4". Maximum aggregate size shall be 1-1/2".

2A-05. ENGINEERED FILL: Fill for areas to be occupied by buildings, structures, slabs, and walks shall be engineered fill placed to depths indicated on drawings. Place in 6" layers (loose depth) and compact to .95% minimum of maximum dry density. Plastic clay or other unsuitable material from excavated areas shall be uniformly spread on site as directed by the Engineer. Material from the excavation, if suitable in the opinion of the Engineer, may be re-used for the engineered fill. Additional fill, if required, shall be obtained from the site at areas as directed by the Engineer.

2A-06. FINISH GRADING: Finish grading shall be to the elevations shown on the plans. Grades not otherwise indicated shall be uniform levels or slopes between points where elevations are given or between such points and existing finished grades. All surfaces within five (5) feet of the building walls shall be graded to carry water away from the building.

DIVISION 3 - CONCRETE

SECTION 3A - CONCRETE WORK

3A-01. SCOPE: This Contractor shall supply all necessary labor, materials, plant and equipment for the installation of all concrete work as indicated on the plan and specified herein. All work shall be according to Sacramento City standard specifications.

3A-02. MATERIALS:

A. Cement: The cement shall be Portland Cement conforming to ASTM Specification C-150, Type I or II. Only one brand of approved cement shall be used for concrete throughout.

B. Coarse Aggregate: The coarse aggregate shall be gravel, crushed stone or rock, conforming to ASTM Specification C-33 and shall be composed of clean, uncoated grains of sound material. Maximum size shall be 1".

C. Sand: Natural sand or screenings from hard, crushed rock or gravel that is clean and well graded from coarse to fine, conforming to ASTM C-33.

D. Water: The water shall be clean, potable, and free from injurious amounts of oils, acids, alkalies, organic materials or other deleterious substances.

E. Rock Wall Facing: Rocks for exterior face of wall panels shall be 4" and 6" water-worn rocks. Use rocks of similar color.

F. Curing Compound: Con-Kur (Conrad Sovig Co.), Horn, or equal.

G. Bondbreaker: Burke Super Lift-Crete.

H. Non-Shrink Grout: Embeco Pre-mixed Grout (Master Builders), Imperial (Castle Chemical Corporation) or approved equal.

3A-03. MIX DESIGN: Shall be submitted by the Contractor to the Engineer and approval obtained prior to placing any concrete.

3A-04. CONCRETE MIX: This Contractor shall furnish and place Class "A" 6 sack, Portland Cement Concrete, maximum 4" slump, which will meet a required test of 3,000 psi at the end of 28 days. Moisten sand bed prior to placing of concrete.

3A-05. CURING: Concrete, including walls and slabs, shall be kept wet for at least seven (7) days after placing. Contractor shall install sufficient

water supply outlets and hoses of sufficient length to enable him to wet slabs, etc., and to keep them continuously wet. As soon as slabs have been finished and set, cover with heavy Kraft paper with joints cemented or protect for seven (7) days with specified curing compound.

3A-06. CONCRETE MIXING: All components shall be accurately measured. Mix concrete in dry mixer of proper speed (200 ft. per minute, peripheral) and capacity of one or more full-sack batches (no split-sack batches). Transit mix to comply to ASTM C-94. Do not exceed rated capacity of speed of mixer. Keep equipment clean and in good mechanical condition. Completely empty each batch before recharging. Mix for at least 1½ minutes after all ingredients are in the mixer. Mix transit mix for 3 minutes just prior to discharge. All mixing operations shall be subject to the approval of the Engineer.

3A-07. CONCRETE TESTS: The City Engineer or his representative shall have access at all times to the materials, the batching and mixing operations and shall take samples and perform tests as necessary to check the quality of the concrete.

3A-08. REINFORCING BARS AND PLACEMENT: Bars shall be secured in place and tied at all intersections with #16 gauge (A.W.G.), or heavier, annealed wire. Spacers or chairs shall be metal. No wood will be permitted inside the forms. Clearances shall be as shown on drawings. Deformed bars shall comply with ASTM, A-15, intermediate grade, and ASTM, A-305. Welded wire mesh fabric (EWF) shall conform to ASTM, A-185 with 6" x 6" mesh and #10 gauge wire. Placement shall be in accord with the U.B.C.

3A-09. FORM MATERIALS: Forms may be constructed of 3/4" lumber or 3/4" plywood properly braced to prevent movement during the after pouring of concrete.

The forms shall be smooth, mortartight, true to the required lines and grades, and of sufficient strength to support the weight of the fresh concrete without springing out of shape or undergoing appreciable deflection during the placing of the concrete. All exposed sharp edges shall be chamfered with triangular fillets not less than 3/4" x 3/4", unless otherwise directed by the Engineer. Forms previously used shall be thoroughly cleaned of all dirt, mortar, and foreign matter before being reused.

3A-10. OTHER WORK: Proper provisions shall be made for openings, offsets, sinkages, reglets and recesses, placing of anchorages, bolts, dowels, nailing blocks and other features and items of all trades, as shown, or required, prior to placement of concrete. The Contractor shall also see that sleeves, hangers, inserts, etc. have been installed and provisions have been made for the installation and anchorage of mechanical and electrical work.

3A-11. PREPARATION: Clean out areas to receive concrete; remove accumulated water. Remove hardened concrete, wood chips, shavings and other debris from the interior of the forms and from reinforcing steel. Thoroughly wet forms, earth, rockfill or concrete against which concrete is to be placed.

3A-12. PLACEMENT: Place immediately after mixing, and not later than 90 minutes after adding cement. Deposit concrete as nearly as practicable in final position to avoid rehandling, excessive drops, or flows that would cause separation of ingredients. Use of vibrators to cause concrete to flow horizontally will not be allowed.

3A-13. VIBRATION: Use mechanical vibrators to thoroughly work fresh concrete around reinforcing, embedded fixtures, and into all corners of the forms.

3A-14. HOT WEATHER PLACEMENT: When the air temperature exceeds 95° F., the concrete ingredients shall be cooled before introduction into the mixer. This shall be done sufficiently in advance of mixing to insure that the entire mixture is cooled and care shall be taken in adding mixing water to the concrete to maintain the water content ratios hereinbefore specified. A retardant admixture shall be used. Temperature of concrete when placed in forms shall not exceed 80° F.

3A-15. FINISHING SLABS:

A. General: Provide true, plane surfaces. Finishing to be done by expert cement finishers. Completed surfaces to be uniform color, free from blemishes and tool marks. Do not use grid tampers. Screed with straight edges to proper lines and levels. Bullfloat to a reasonably true uniform surface. Steel trowel, after surface moisture has disappeared, to smooth, even surface free of trowel marks.

B. Joints: Tool all joints, with a 1/8 inch radius edging tool. Markings to be clean cut, straight and square with respect to border.

3A-16. WALL PANELS:

A. Shop Drawings: Submit shop drawings which show all panel reinforcement, embedded items, openings, sleeves, logogram pattern, and other items.

B. Placement of Rocks for Exterior Face of Panels: Spread a layer of fine sand over the bottom of the form to a depth of about one-third the diameter of the rocks. Tamp rocks into the sand close together to obtain the densest possible coverage.

When rocks are in place, use a fine spray of water to settle the sand around the rocks so that each piece is held securely. One-third to one-half of the rock depth should be embedded.

After the panels have been cured and raised, remove any sand clinging to the exposed surface by brushing or washing with a stream of water.

C. Inserts: Use threaded metal inserts for securing temporary bracing and for pick-up points for panels.

D. Bondbreaker: Over slab areas to be used as casting surfaces, apply specified bondbreaker in accordance with Burke printed directions. Apply

bondbreaker over logogram pattern.

E. Fabrication: Do not place reinforcing until bondbreaker is completely dry. Reinforcing shall be accurately positioned and supported on metal chairs. Chairs and other inserts touching the casting surface shall have plastic coated or galvanized feet so that there will be no possibility of future rusting.

Accurately place inserts, anchorages, bolts, sleeves and other embedded items. Chamfer corners as indicated.

Vibrate and tamp fresh concrete to maximum density. Wood float surface and finish with steel trowel. Cure as specified under 3A-05. Do not remove or disturb panels until concrete has attained a strength of 2000 lbs. per square inch or for seven (7) days after casting (whichever is later).

F. Erection: Pickup inserts and lifting equipment shall be adequate for the panels and weight involved, and shall be the responsibility of the Contractor. Panels which are cracked or broken in erection, shall be removed and replaced at no additional cost to the Owner. Panels shall be accurately positioned and plumbed. They shall be adequately braced until the columns and grouting are completed.

G. Grouting: Use specified non-shrink material. Confine grout by forming closures at vertical joints. Mix and install in accordance with the manufacturer's written directions.

H. Dry Pack: Dry pack shall consist of 1 part of cement to 2½ parts of fine aggregate (screen out all material retained on No. 4 sieve), mixed with a minimum amount of water, in small amounts. The consistency shall be such that when a ball of the mixture is compressed in the hand, it will maintain its shape, showing finger marks, but without showing any surface water.

Ram in thin layers, using a short length of ram, the free end of which shall be struck with a heavy hammer, or mallet, several blows for each layer, to compact the mixture. When completed, the exposed dry pack shall show slight indication of moisture. All exposed surfaces of drypack shall be sealed immediately after the packing is completed, by painting with specified curing agent or the surface may be covered with burlap and kept moist for three (3) days.

Bolts which have been drypacked in place shall not be tensioned sooner than seven (7) days after packing.

I. Logogram: After erection of panels, apply epoxy cement inside logogram recess prior to placing colored concrete. Logogram concrete shall be mixed as a drypack with epoxy cement. Color of logogram shall be as selected by Engineer from standard cement colors.

3A-17. FLOOR HARDENER: Apply "Lapidolith" as manufactured by Sonneborn Chemical Refining Corporation, "Durundum" (Castle Chemical Corp.), or approved equal, in strict accordance with the manufacturer's instructions.

3A-18. APPROVALS: Approval of forms and reinforcing steel must be received from the Engineer prior to pouring of concrete in any portion of the work and the Contractor shall notify the Engineer at least forty-eight (48) hours in advance of beginning pouring operations.

3A-19. CURING COMPOUND: Con-Kur (Conrad Sovig Co.), Horn, or approved equal.

DIVISION 4 - MASONRY

SECTION 4A - HOLLOW CONCRETE BLOCK

4A-01. SCOPE: Furnish and/or install all block, reinforcing bars, anchor bars, anchor bolts, door frames, conduit, outlet boxes, etc. required for the building. The Contractor shall provide cut-outs in the walls as required and shall verify their size and location prior to installation of block.

4A-02. HOLLOW CONCRETE BLOCK: Masonry units shall be "Basalite," "Crystalite," "Cal-lite," "Haydite," "Laylite," or equal. Masonry units shall conform to ASTM C-331 and ASTM Designation C90-71, type and size shown below:

A. 6" x 8" x 16" and 6" x 4" x 16" blocks of standard color as selected by the Engineer.

4A-03. CEMENT: Portland Cement, ASTM C-150, Type I or II.

4A-04. MORTAR: The mortar shall be U.B.C. Type "A", composed of Portland Cement, lime putty, and sand in the following proportions, and having a minimum 28-day strength of 2,000 psi:

Cement - 1 part; lime putty - 1/4 to 1/2 part; sand - 2-1/2 to 3 times the sum of the volumes of cement and lime used, based on dry loose volumes. Mortar shall be tinted to color of block selected.

4A-05. GROUT: The grout shall have a minimum 28-day strength of 2,000 psi and shall be composed of 1 part Portland Cement, 3 parts sand and 2 parts 3/8" maximum pea gravel. Sufficient water shall be added to cause grout to flow into all joints of the masonry without segregation of the constituents of the grout.

4A-06. REINFORCING BARS: This Contractor shall install all reinforcement steel from floor slab, to and including the uppermost bond beam, using deformed bars as described in Division 3, except dowels, which shall be installed under Division 3. This Contractor shall install sill anchor bolts which shall be furnished under Division 6.

4A-07. INSTALLATION: The concrete blocks shall be laid in a common bond with standard concave joints. Concrete block shall be cut, as required, for job conditions and several openings may require cut-outs. No retempering of mortar or grout will be allowed.

4A-08. WORKMANSHIP: All block, door frames, sheet metal sleeves, etc., shall be installed plumb and in accordance with the best practice of the trade.

4A-09. WATERPROOFING: As specified under Division 7 herein.

DIVISION 5 - METALS

SECTION 5A - MISCELLANEOUS METALS

5A-01. SCOPE: See drawings and schedule for type, location, quantity and details of miscellaneous iron required to complete work including all steel, angles, braces, etc. Include all miscellaneous iron secured to structure.

5A-02. MATERIALS: Steel shall conform to the latest edition of ASTM Standard Specifications A-36.

5A-03. SHOP DRAWINGS: Submit shop and erection drawings for all miscellaneous steel work to the Engineer for approval. Manufacturing or fabricating of any material or the performing of any work prior to approval of shop drawings will be entirely at risk of Contractor.

The approval of shop drawings will be for size and arrangement of principal and auxiliary members and strength of connections. Any errors in dimensions shown on shop drawings shall be the responsibility of the Contractor.

5A-04. FABRICATION: Unless otherwise shown or specified herein, fabricate steel in accordance with current edition of specifications adopted by American Institute of Steel Construction and the latest edition of the Uniform Building Code. Punch and drill steel as indicated on drawings as specified for attachment to other materials. Punching and drilling required but not definitely indicated on drawings or specified shall be done in the field.

5A-05. PAINTING: Clean steel of all rust, scale, sand or other foreign matter and apply one shop coat of red primer 6-203 (Pittsburgh Paint), "Rustoleum," or approved equal.

5A-06. FINISH WELDING: All welding which shall be exposed shall be ground smooth and left in condition for final painting with no additional touch-up required.

5A-07. DOOR NO. 2: Fabricated metal angle and wire cloth gates.

DIVISION 6 - CARPENTRY

SECTION 6A - CARPENTRY AND MILLWORK

6A-01. SCOPE: All rough carpentry and framework; trellis and screen; rough hardware; sheathing. All finish carpentry; installation of metal doors and frames and all hardware. Coordination of all work of other trades.

6A-02. MATERIALS:

A. Framing: Framing lumber shall be W.C.L.A., Douglas Fir, S4S "Construction" grade, or better. All nailing shall be per U.B.C., latest edition. Beams shall be Douglas Fir, S4S, "Structural No. 1" or better.

B. Plywood: Roof-ceiling sheathing shall be 3/4" tongue and groove, A.P.A., "MDO", one side. MDO side exposed as ceiling. Nailing shall be as shown on plan.

C. Joist Hangers: Galvanized. See Drawings.

D. Wood Trim: Where shown on the plan, redwood trellis and ledgers shall be California Redwood Association, "A" grade. Trellis to be fabricated as shown on drawings.

E. Sills: All sill plates shown on the plan shall be C.R.A. "Foundation" grade, or better.

F. Rough Hardware: Furnish and install all bolts, washers, nails and miscellaneous rough hardware as required to complete the job. Furnish sill anchor bolts to Masonry Contractor for installation under Division 4, and expansion anchors to Cement Contractor for installation under Division 3.

6A-03. WORKMANSHIP: All workmanship shall be of highest quality throughout, with all prior portions of the project satisfactorily protected from damage. All members shall be accurately cut and fitted to produce a tight solid joint. No split end or torn grain will be accepted. Framing to be plumb and square and cut for full bearing. Where and when required, sub-drill for all nails with diameter of hole smaller than that of nail.

DIVISION 7 - MOISTURE PROTECTION

SECTION 7A - BUILT-UP ROOFING

7A-01. SCOPE: Supply and install all built-up roofing work as shown on drawings and as specified herein.

7A-02. SHOP DRAWINGS: Submit a detailed specification, with shop drawings if required, indicating a step-by-step application procedure for membrane built-up roofing and related work.

7A-03. GUARANTEE: This Contractor shall furnish a written guarantee, countersigned by the General Contractor that all flashings and built-up roofing work is unconditionally guaranteed to be watertight for a period of two (2) years.

7A-04. APPLICATORS: All work specified shall be done by applicators approved by the manufacturer of the materials and all work shall be installed in strict accordance with the manufacturer's directions.

7A-05. COORDINATION: This Contractor shall work closely with Sheet Metal, Plumbing and Mechanical Contractors. Whenever the watertightness of this section is dependent upon sheet metal, this Contractor shall assume full responsibility for the finished installation of the integrated assembly. Supervise the sheet metal installer's work as necessary, to assure satisfactory fabrication and placement.

7A-06. INSPECTION: Examine all subsurfaces to receive work of this section. Report in writing to the General Contractor, with a copy to the Engineer, any conditions which may prove detrimental to work of this section. Failure to observe this injunction will constitute a waiver to any subsequent claims to the contrary and will make this Contractor responsible for any corrections the Engineer may require, and this Contractor will be required to make such corrections at his own expense. Commencement of work will be construed as acceptance of all subsurfaces as satisfactory.

7A-07. DELIVERY AND STORAGE: Materials shall be delivered to the jobsite in the manufacturer's original, unopened packaging and shall be adequately protected against damage while temporarily stored at the site. Materials designated for a specific application shall be the products of one manufacturer.

7A-08. PRE-APPLICATION REQUIREMENTS: The general Contractor shall review roof detail drawings and specifications with Roofing Contractor and Roofing Manufacturer to insure that details use the materials properly.

7A-09. PREPARATION: All subsurfaces shall be free from material projections, dust, loose and foreign materials and any other obstructions and shall

present a smooth plane, ready for installation of the work.

7A-10. WEATHER: Roofing operations shall not be conducted when water in any form is present on the deck or materials are wet.

7A-11. CONSTRUCTION TRAFFIC: The Roofer and General Contractor shall take precautions to prevent other construction trades from damaging the roof during and after construction.

7A-12. WATERSTOPPING: At the end of each day's work the work performed during that day shall be sealed at the edges to prevent moisture from getting under the material.

7A-13. BUILT-UP ROOFING:

A. Roofing material shall be as manufactured by one of the following: (or equal)

Johns-Manville Spec. #800-P 605 lbs.

Flintkote Spec. #AAA-8 610 lbs.

Pabco Spec. #G5-15AW 610 lbs.

All materials must be the product of one manufacturer.

B. Miscellaneous Flashings: Assemblies at base flashings, counter flashing, vent pipes, drains, scuppers, etc., shall be installed in strict accordance with the manufacturer's printed specifications, for the best method for each detail and condition, and shall be of types for above roofing specifications.

C. Roof Gravel: Built-up roof gravel shall be standard pea gravel.

DIVISION 7 - MOISTURE PROTECTION

SECTION 7B - SHEET METAL

7B-01. SCOPE: Supply and install all sheet metal work as shown on drawings and specified herein.

7B-02. SHOP DRAWINGS: Submit five (5) copies of shop drawings of all the sheet metal fabrications required for the special conditions detailed, i.e., scuppers, beam flashings, etc.

7B-03. MEASUREMENTS: Verify all dimensions shown on drawings by taking field measurements; proper fit and attachment of all parts is required.

7B-04. COORDINATION: Coordinate work and cooperate with any other trades whose work relates to sheet metal in any way.

7B-05. INSPECTION: Examine all subsurfaces to receive work of this section. Report in writing to the General Contractor, with a copy to the Engineer, any conditions which may prove detrimental to work of this section. Failure to observe this injunction will constitute a waiver to any subsequent claims to the contrary and will make this Contractor responsible for any corrections the Engineer may require and this Contractor will be required to make such corrections at his own expense. Commencement of work will be construed as acceptance of all subsurfaces.

7B-06. DELIVERY AND STORAGE: Deliver and store materials in dry, protected areas. Keep free of corrosion or other damage. Replace any damaged materials at no cost to the City.

7B-07. FABRICATION: Fabricate sheet metal flashing to shapes and sizes detailed, allowing sufficient material for up-standing leg. Surfaces shall be free from waves and/or buckles, with lines, arrises, and angles sharp and true, and formed in strict accordance with detailed drawings. No raw, exposed edges will be permitted.

7B-08. INSTALLATION:

A. Workmanship shall conform to the quality, procedures and methods recommended by the National Association of Sheet Metal Contractors. Sheet metal work shall be accurately formed, fitted snugly, have exposed edges folded under at least 1/2" and have no sharp corners left exposed. Material shall be properly shielded against galvanic action with asphalt base paint or an equivalent. The work shall be securely fastened and shall be absolutely watertight.

B. Clean all surfaces before soldering. Soldering shall be performed slowly

with well heated tools so as to thoroughly heat the sheet and completely sweat the solder through the full width of the seam. All lock seam work shall be flat and true to line and be seated full of solder. All flat lock seams, and lap seam, where soldered, shall be at least 1/2" and shall be made in the direction of the drainage flow. Lap seams, not soldered, shall lap according to the pitch but in no case less than three inches (3"). Thoroughly wash all acid flux work after soldering.

C. Wherever possible, secure metal by means of cleats without nailing through metal. In general, space nails, rivets or screws not more than 8" apart, and where exposed to the weather use lead washers. For nailing into concrete or masonry, use "Dryvins" and drilled holes.

D. Join parts with concealed rivets or sheet metal screws where necessary for strength or stiffness. Place sheets together before drilling. Where lap joints are used, lap sheets at least 4".

E. Clean all surfaces which will be concealed after installation, carefully removing grease and oil with solvent or gasoline and wiping with clean rags.

7B-09. MATERIALS:

A. Miscellaneous Mild Steel: ASTM A-283.

B. Steel Stiffeners: A7 structural steel, galvanized.

C. Galvanized Sheet Steel: Galvanized sheet steel shall be ASTM A-93 or A-446, as required. Where sheet metal gauges are not noted, use #26 gauge. Use #20 gauge minimum for clips, or as noted on plan.

D. Nails, Rivets and Fastenings: Nails shall be hot-dip galvanized for galvanized steel and copper or bronze for copper. Where sheet metal is built in over roofing materials or other sheet metal, use nails with 1" tinned discs. Rivets shall be tinned soft iron rivets.

E. Solder: Shall be Grade A conforming to ASTM B32-60aT, composed of 50% pig lead and 50% block tin, warranted pure. No remelted or reworked solder shall be used.

F. Flux: Shall be muriatic acid killed with zinc, or an approved brand of soldering flux, for galvanized steel and rosin for copper. Flux shall be thoroughly washed off after soldering is completed.

G. Butyl Sealer: Where it is impracticable to use solder at joints, corners, etc., seal with "DAP Butyl Gutter and Lap Sealer," or "Cushion-Lock CL-50 Butyl Sealer" as distributed by Mortison and Company of San Francisco, or as approved by Engineer.

7B-10. MISCELLANEOUS FLASHING: Miscellaneous flashing items not otherwise described herein, shall be as indicated on drawings and/or required to provide a watertight building.

7B-11. GRAVEL STOPS: Galvanized sheet steel formed to shape and installed as detailed. Wood edge strips or screeds where required, will be pressure treated lumber. Provide shop drawings of gravel stops.

7B-12. GRAVITY VENTILATORS: Exit-Aire Model SFG, or equal, fiberglass unit complete with self-flashing glass base, 24" square opening.

7B-13. PLASTIC DOME SKYLIGHTS: The skylights shown on the plan shall be Naturalite, Low Profile, Curb Type, skylights, Stock No. LPCT as manufactured by Naturalite, Inc., P.O. Box 1547, Garland, Texas, Pam plastic skylight Model No. 630 by Hillsdale Industries, Inc., or approved equal. Sizes as shown on the drawings (22-1/4" x 35" and 37" x 37"). Color of plastic dome shall be as selected by the Engineer, from manufacturer's stock colors, prior to ordering skylights.

7B-14. OVERFLOW SCUPPERS: 24 gauge galvanized steel. Fabricate and install in accordance with SMACNA Manual Plate 30.

7B-15. GRAVEL STOPS: 26 gauge. Flange width 4". Prime flange with asphaltic primer. Set flange in full bed of bituminous plastic cement. Install over top roofing ply, as described in Roofing section. Secure flange of gravel stop at 6" o.c. with galvanized nails.

7B-16. PARAPET WALL FLASHING: Fry Spring-lok Flashing System Type C0 for concrete. Reglets shall be made especially for concrete with mylar tape covering face and ends to prevent grout from entering. Counterflashing shall be 24 gauge galvanized steel shaped for constant pressure against both reglet and roofing. Miter corners of counterflashing and lap all joints at least three inches (3").

7B-17. WORKMANSHIP: Watertight and weathertight construction. Well-soldered, and securely installed as conditions require. Seams to be neatly made. Solder joints to be smooth, unbroken, completely filled. Cope to precise fit where parts intersect. Thoroughly wash acid fluxed work with soap, soda and water solution after soldering. Prime all metal surfaces prior to installation with rust-inhibitive primer specified in Section 5A. All surfaces to be neutralized prior to priming.

7B-18. GUARANTEE: (See 7B-02).

DIVISION 7 - MOISTURE PROTECTION

SECTION 7C - SEALANTS AND VAPOR BARRIER

7C-01. SCOPE: Provide and install all joint sealants, including back-up material, at the following locations:

At all exterior joints between tilt-up panels.

At all sides of beams where they penetrate exterior walls, inside and outside faces.

7C-02. MATERIALS:

A. Sealant: Eternaflex one-part Hypalon Sealant, G.E. white modified paintable caulk, or approved equal.

B. Back-up Material: Expanded polyethylene, ethafoam, polyurethane or butyl rod of 25% greater diameter than width of joint.

7C-03. APPLICATION: Surfaces shall be clean, dry, structurally sound and free of loose materials, coatings, rust, oil, grease, wax or bitumens. Clean if necessary, by wire brushing or acid etching followed with clear water rinse.

Place back-up material in joints to within 1/2" of surface. Apply sealant from cartridges, in full accordance with the manufacturer's written directions.

7C-04. GUARANTEE: Furnish two-year guarantee covering integrity of joints.

7C-05. VAPOR BARRIER: Shall consist of widest practical widths of 6 mil. polyethylene sheet with all joints lapped and sealed no less than 6".

DIVISION 8 - DOORS, WINDOWS AND GLASS

SECTION 8A - DOORS AND FRAMES

8A-01. SCOPE: Furnish all materials as hereinafter specified, to the proper division for installation on the job in the proper building sequence.

8A-02. DOOR #1: Flush hollow steel door shall be Steelcraft, Amweld, or equal. The door stiles shall be recessed and reinforced to receive hardware as specified in Division 8B.

8A-03. FRAME: Provide Steelcraft, Amweld 6-3/4", or equal, Stock Metal Door Frame, minimum 16 gauge steel, complete with all anchors. Frame shall be recessed and reinforced for butts and strike plates specified in Division 8B.

8A-04. LOUVER: AiroLite Type 5836 fixed blade, 20 gauge steel, 1-3/4" deep with bird screening, at interior.

8A-05. PRIME COATS: The door, frame and anchors shall be bonderized prime coated after fabrication and before delivery with an approved bonderizing metal primer. After installation the door and frame shall have scratches, etc., sanded and touched up with same bonderizing paint prior to receiving final painting specified under Division 9A.

8A-06. WORKMANSHIP: The door and frame shall be constructed in the best manner of this trade. All welds shall be ground smooth.

DIVISION 9 - FINISHES

SECTION 9A - PAINTING

9A-01. SCOPE: Paint metal doors, door frames, sheet metal, metal gates, sunscreen, screen fillers, all exposed wood trim, including beams and medium density overlay plywood ceiling. No painting in pipe space except metal door and frame.

9A-02. MATERIALS: All paint materials shall be delivered to site in manufacturer's sealed containers. Job tinting may be done when approved by the Engineer.

9A-03. METALWORK: All new metalwork, including work @ sunscreens shall receive, in addition to any shop prime coats specified elsewhere, two (2) coats Fuller-O'Brien 260-XX enamel, Pittsburgh Paint Spec. No. 16, or approved equal of color to match Olympic Solid Color Stain, Oxford Brown. Zinc surfaces to be neutralized prior to priming.

9A-04. WOODWORK: All wood trim, all exposed wood, exposed beams and ceiling, except in pipe space, shall receive two (2) coats of Kelly-Moore, Olympic, or Fuller-O'Brien solid color stain to match Olympic solid color stain Oxford Brown.

9A-05. NOT INCLUDED: Conduit in pipe space will not require painting.

9A-06. PREPARATION: No painting shall be done on any surface until it has been inspected and is in proper condition to receive paint as specified. Treat sap wood or pitch areas according to acceptable practices to prevent bleeding. Beginning of painting shall be paint contractor's acceptance of all surfaces. Should any surface be found with an unacceptable finish in the opinion of the Engineer, such surfaces, back to a suitable cut mark, shall be redone to the Engineer's satisfaction at no additional cost.

The second coat of paint or stain shall be applied no sooner than forty-eight (48) hours after the first coat. Lightly sand surfaces prior to applying the finish coat.

9A-07. WORKMANSHIP: Painting shall be done by skilled journeymen. Do not paint or stain in damp, rainy weather. Protect adjacent surfaces and clean any spots or spillage immediately.

9A-08. EPOXY: All wall surfaces at the interior of building, excluding walls inside pipe space, shall receive a three (3) coat treatment of Pitt-Glaze, Kit 16-211, Fuller-O'Brien, Mira-Plate, or equal high gloss white finish, and scratchproof surface.

The first coat shall be applied, only after block has properly cured, by

(9A-2)

brush, thoroughly sealing all block surfaces.

The second and third coats shall be applied by either roller or spray at the rate of 350 square feet per gallon.

DIVISION 15 - MECHANICAL

SECTION 15A - PLUMBING

15A-01. SCOPE: Furnish and install all materials and perform all labor necessary for the complete installation of the plumbing to related systems indicated on the drawings and described herein, to provide a complete functional system. Work includes, but is not limited to the water and sewerage connections to existing mains, including cold water supply and sanitary drainage systems. Whenever applicable, work shall be performed in accord with Sacramento City Standard Specifications, See Special Conditions.

15A-02. MATERIALS:

A. Pipe and Fittings Outside Building: If piping is in place, connect to piping 5'-0" outside of building. If piping is not in place, cap pipes at 5'-0" outside building and make connections when outside piping is installed.

B. Pipe and Fittings Inside Building and to five (5) feet outside.

Soil, Waste and Vent Pipe: Underground and to 6" above ground, and soil pipe above ground: Service weight cast iron soil pipe and fittings, asphaltic coated, conforming to Cast Iron Soil Pipe Institute Standard #301 and so stamped. Joints shall be No-Hub conforming to Cast Iron Soil Pipe Institute Standard #301-72, Ty-Seal or Dual Tite, with gaskets conforming to ASTM C564 or No-Hub mechanical joint or AB&I Type MG.

Waste Pipe Above Ground from Lavatories: Schedule 40 galvanized steel pipe with black cast iron drainage fittings.

Vent Pipe Above Ground 3" and Larger: Service weight cast iron soil pipe and fittings; 2-1/2" and smaller: Schedule 40 galvanized steel pipe with black cast iron drainage fittings.

Option: Copper tubing (DMV or Type L), as allowed by local code may be used for soil, waste or vent.

Water Pipe: Type L copper tubing, hard-temper, with wrought copper fittings.

- C. Plumbing Fixtures and Related Service Items: Cleanouts of the same diameter of pipe shall be installed in all horizontal soil and waste lines where indicated, and at all points of change in direction and at base of all soil or waste drops. Cleanouts shall be located not less than 18" from building construction so as to provide sufficient space for rodding. COTF is Josam 56000, or equal.

Vent Flashing: Four pound sheet lead with 8" minimum skirt and Semco 1100-3 or 1100-5, Josam, Wade, or equal, vandal-proof top and flashing fitting.

Lavatory (Lav): Kohler K-2486-A, American Standard 5300.124, or approved equal, 16" x 14", wall hung lavatory with push botton cold water only, for 6" block wall. Furnish complete with "P" trap made up in pipe space.

Water Closet (W.C.): Kohler K-4283-ER, American Standard 2530.012, or approved equal, closet bowl with 1-1/2" back spud, Sloan Royal 152 flush valve, Olsonite #L210-N-CC, Beneke, Sperzel, or equal, seat for WC-1; Olsonite 95CC/SS, Beneke, Sperzel, or equal, seat for WC-2; make up for 6" block wall.

Urinal (UR): Kohler K4985-R/K-4570-A tank; American Standard 6565.014/4121.018 tank, or equal, with 3/4 back spud. All tanks to operate automatically and be adjustable. Mount tanks and flush pipes in pipe space, down wall and extend flush pipe through 6" wall.

Hose Bibb (HB): Acorn 8120 lock shield, loose key, mount 18" above grade or floor.

15A-03. GENERAL REQUIREMENTS FOR PLUMBING FIXTURES: All fixtures shall be first class in every respect. All finished plumbing shall be accurately lined up and where batteries of fixtures occur, special care shall be taken with the roughing-in and finished plumbing.

The number and position of plumbing fixtures are shown on the plumbing plans. Consult Architectural Drawings for location of dimensions and mounting and heights of fixtures.

All water supplies to fixtures shall be provided with speedway compression shut-off stops. Combination fixtures shall have compressions stop on each water supply fitting. Concealed stops shall be American Standard 8223.018.

Except where otherwise specified, all finish for exposed metal trim on any fixture shall be polished chromium plated. This also applies to wall flanges, nuts and washers. Handles on all faucets and stops shall be all metal chormium plated. All exposed fasteners to be Security-type, chrome plated brass.

All fixtures shall be properly and securely installed and supported as required and approved. Fixtures set against concrete walls shall be bolted thereto with thru-bolts.

Connection between fixtures and flanges on soil pipe shall be made absolutely gas tight and water tight with asbestos-graphite type gaskets (wall hung fixtures) or Feder's Closet Setting Compound (floor outlet fixtures). Rubber gaskets or putty will not be permitted.

Fixtures not having integral traps shall be provided with "P" traps of chromium plated solderless seamless brass with trap screw at bottom and connected to concealed waste in pipe space with sanitary fittings. All traps shall be cast brass. All tail pieces shall be 17 gage minimum.

Unions on waste pipes on fixture side of traps may be slip or flange joints with soft rubber or lead gaskets.

15A-04. ADJUSTING FLOW OF FIXTURES: Adjust so that each fixture receives the proper amount of water. All faucets, bibbs, drinking fountains, etc., shall be properly regulated so that the entire system is left in first-class condition. Automatic flushing valve at urinals to be adjusted to intervals specified by the Engineer.

15A-05. DISINFECTION OF DOMESTIC WATER PIPING: After all other work has been completed and tested, and prior to placing in service, the system shall be disinfected in accordance with AWWA Standard C-601, as last amended.

15A-06. TEST OF PIPING: All piping shall be tested at completion of roughing-in, in accordance with the following schedule and show no loss in pressure or visible leaks after a minimum duration of four hours at the test pressures indicated.

(Testing equipment shall be furnished by the Contractor.)

TEST SCHEDULE

<u>System Tested</u>	<u>Test Pressure, psi</u>	<u>Test With</u>
Sanitary Sewer, Drain and Vent Piping	Fill with water to top of highest vent allowing to stand two (2) hours or longer as directed by the Engineer.	
Cold Water Piping	150 Pounds	Water

15A-07. PIPE SLEEVES: Where pipes pass through concrete or masonry floors or walls; install galvanized metal sleeves having not less than 1/2" clearance around all sides of the pipe or pipe covering for the full thickness of the concrete. Adjustable metal sleeves, "Adjustrocrete," or equal, may be used at Contractor's option.

15A-08. VALVES:

General: Provide all valves shown and all other valves necessary to segregate branches or units. Valves shall be full size of line in which installed with full pressure rating as manufactured by "Crane" or equal; Furnish discs suitable for service intended. All valves shall be properly packed and lubricated. Union shall be placed adjacent to each threaded valve. Install valves with stems vertical wherever possible. Stems shall not be placed below horizontal. All shutoff valves in water lines shall be gate valves, unless otherwise shown. Gate valves Crane #438; check valves Crane #36; cocks Rockwell Permaturn figure 142.

15A-09. UNIONS: Unions shall be provided at each threaded or soldered connection to all equipment, tanks, valves, etc.

Unions shall be located so that piping can be easily disconnected for removal of equipment, tank or valve, and shall be 150 pound ground joint.

15A-10. PIPE JOINTS AND CONNECTIONS:

- A. Cutting of Pipe: All steel pipe and hard copper tubing shall be cut square. All pipe shall have rough edges or burrs removed, so that a smooth and unobstructed flow will be obtained.
- B. Threaded Pipe: Use only American Standard Pipe threads. Cut accurately all threads, axis of thread coinciding with axis of pipe. Not more than two threads shall show beyond fittings.

Joints in threaded pipe shall be made with Enterprise Commercial "Thred-Seal." Joint compound shall be carefully and smoothly placed on the male thread and not in the fitting. Threaded joints shall be made up tight with tongs or wrenches; use friction wrenches exclusively when erecting soft metal piping.

Use joint compound same as specified for threaded pipe joints on all cleanout plugs.

- Remake leaky joints with new materials. Use of thread cement or caulking to make old joints tight is absolutely prohibited.

- C. Copper Tubing: Make up all joints in copper pipe and tubing for all installation with 95-5 tin antimony.

Clean surfaces to be jointed of oil, grease, rust, and oxides; avoid overheating of pipe and fittings,

- D. Sanitary Sewer Pipe: Joints in Cast Iron Soil Pipe shall be made up with torque wrench.

Joints in clay sewer pipe shall be "Wedge-Lock" with interlocking resilient mechanical compression joint formed on the pipe at the factory. Lubricate ends with soap solution, as recommended by the pipe manufacturer, to effect the joint.

Fittings and adapters between pipes of different sizes or materials shall be specifically manufactured for the use intended.

15A-11. INSTALLATION OF PIPING:

- A. General: Piping shall be installed parallel to walls and present a neat appearance in workmanship and grouping. Piping shall clear all obstructions, preserve head room, and keep openings and passageways clear.

Exposed polished or enameled connections from fixtures or equipment shall be put on with special care, showing no tool marks or threads at fittings.

Ends of pipe and fittings shall be capped or plugged immediately to exclude all dirt until fixtures are installed or final connections made.

Reducing fittings shall be used where any change in pipe size occurs. Bushing shall not be used.

Piping shall be concealed in pipe space of building, above the floor line, except where otherwise shown or noted. Cutting of wall and floors shall be held to the minimum possible to secure the proper installation.

Piping subject to expansion or contraction shall be installed in a manner permitting strains to be evenly distributed and alleviated by swing joints or expansion loops installed as required.

Provide 85% IPS red brass pipe in all connections to faucets, flush valves, or similar items requiring rigid piping. Extend brass pipe from fixture to point where piping can be securely fastened to building construction.

Provide cathodic protection, "Epcoc" or equal, insulated flanges or couplings at points of connection between ferrous and non-ferrous piping and equipment.

- B. Domestic Water Piping: Piping shall be run generally level, free of traps or unnecessary bends, arranged to conform to the building requirements, and to suit the necessities of clearance for other work. No piping shall be installed to cause an unusual noise from the flow of water therein under normal conditions.

All water branches at single fixtures shall be provided with air chambers at least 12" long and of the same diameter pipe as the branches.

Water lines shall not be installed in the same trench with sewer lines unless the bottom of the water pipe at all points is at least 12" above the top of the sewer line and the water line is placed on a solid shelf excavated at one side of the common trench.

- C. Sewer Piping: All horizontal sanitary piping inside of the building shall be run on a uniform grade of not less than 1/4" per foot unless otherwise noted on the drawings. Outside of building, where shown and noted on drawings, sewers shall have invert elevations as shown and slope uniformly between given elevations.

15A-12. FORMING, CUTTING AND PATCHING: In new construction, the General Contractor will provide special forming, recesses, chases, etc., and provide wood blocking, backing and grounds as necessary for the proper installation of plumbing work. The Contractor shall be responsible for notifying the General Contractor that such provision is necessary and shall lay out the work and check it to see that it suits his requirements.

Cutting, patching and repairing of existing construction to permit installation of piping or other work not properly coordinated, is the responsibility of the Contractor. All damage to existing work shall be repaired or replaced in kind by skilled mechanics for each trade involved.

The Contractor shall be responsible for the proper placement of all pipe sleeves, inserts, hangers and supports for his work.

15A-13. EXCAVATING, TRENCHING AND BACKFILLING: The Contractor shall do all excavating required for the installation of all piping and service lines, except as indicated on drawings to be installed by others, and other work that applies to the work of this contract.

Maintain all warning signs, barricades, flares and red lanterns as required.

For all trenches 5' or more in depth, submit detailed drawings showing shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches.

Excavations shall be open vertical construction of sufficient width to provide free working space at both sides of the trench and around the pipe as required for caulking, joining, backfill and compacting. Where invert elevations are not shown, trenches shall be dug to sufficient depth to give minimum of one foot-six inches of fill above the top of exterior piping, measured from the adjoining finished grade.

Trenches shall be dug straight and true to line and grade with holes for bells for all bell and spigot pipe. Piping shall be evenly supported for its entire length upon outside periphery of lower 1/3 of pipe. Where rock is encountered, undercut trenches 3" and fill with well tamped sand and pea gravel to correct pipe elevation.

After pipe lines in excavation have been installed and tested, the excavation shall be backfilled to a point 6" above the pipe, using sand, fine earth, or other material, free of rocks and large lumps. Backfill shall proceed evenly on both sides of the pipe and shall be continuously tamped. Backfill over 6" above the top of the pipe shall be made by using earth from excavation. Compaction may be made by water flooding or ponding, completely saturating the backfill, but also regulated as not to cause flotation, uplift, or damage to pipes. Backfill shall be compacted to the original engineered density of the soil.

DIVISION 15 - MECHANICAL

SECTION 15B - PUMP

15B-01. SCOPE: Furnish and install all materials and perform all labor necessary for the complete installation of the plumbing and related systems indicated on the drawings and described herein, to provide a complete functional system. Work includes, but is not limited to the water and sewerage connections to 10 feet from pump station and building. Whenever applicable; work shall be performed in accord with the Standard Specifications.

15B-02. SEWAGE PUMP:

- A. The pump shall be a Peabody Barnes submersible grinder pump with reversible impeller action (Model SGR-201) 2HP, 230V, 1 Ph; Hydr-o-matic SPG - 200; or equal.
- B. The pump shall be installed with a slide-away coupling system.
- C. Capacity shall be twenty-six (26) g.p.m. (min.) at thirty feet (30') TDH. Pumps having equal capacities and features will be considered.
- D. Control switches shall be Peabody-Barnes No. 51247, mercury type, Hydr-o-matic 3900, or approved equal.
- E. Pump shall have capability of running dry for extended periods of time without damage to motor and/or seal. The motor shall be of totally submersible design. Overload protection is required in control box.

15B-03. COMPATIBLE SYSTEM: The pump control system, and slide-away coupling shall all be compatible and by the same manufacturer.

15B-04. VALVES

- A. A check valve and gate valve shall be placed within the pump structure on the pump discharge line.
- B. Both valves shall be two inch (2") size.

Special care shall be taken in backfilling over wrapped piping to prevent damage to protective wrapping. Curbs, pavement, walks, and any other type of existing work or surface disturbed by excavation shall be replaced to match the original conditions. Repair within the guarantee period, as required.

15A-14. CLOSING IN OF UNINSPECTED WORK: This Contractor shall not allow or cause any of the work installed by him to be covered up or enclosed before it has been inspected, tested and approved. Should any of the work be enclosed or covered up before it has been approved, he shall, at his expense, uncover the work. After it has been inspected, tested, and approval, he shall make all repairs necessary to restore the work of other Contractors to the condition in which it was found at the time of uncovering.

DIVISION 16 - ELECTRICAL

SECTION 16A - ELECTRICAL WORK

16A-01. SCOPE: The electrical installation for this project consists of furnishing, installing, and testing the complete electrical system for the Discovery Park rest rooms as shown on the drawings.

16A-02. MATERIALS, CODES, RULES, AND SAFETY ORDERS: All electrical materials installed in this project shall be new, and shall be approved by the Underwriters Laboratory. Work and materials shall be in accordance with the latest edition of the following regulations: (a) National Electrical Code; (b) National Fire Protection Association; (c) State of California "California Administrative Code" including, but not limited to the following: Titles: (1) Title 8, Industrial Relations; (2) Title 19, Public Safety; (3) Title 24, State Building Standards; (d) the Sacramento County Electrical Code; (e) any other applicable Federal, State, County and local laws, regulations, and ordinances.

Nothing in drawings or specifications shall be construed to permit work or materials not conforming to the preceding codes and regulations.

16A-03. TESTS: The electrical contractor shall test all wiring connections. Where such tests indicate faulty insulation or other defects, they shall be located, repaired and retested at the Contractor's expense. Wherever applicable, electric loads shall be balanced at the panelboards.

16A-04. EXAMINATION OF SITE: The Contractor shall be held to have visited the site and satisfied himself as to the conditions under which the work is to be performed. He shall check existing conditions which may affect his work. No allowances shall subsequently be made in his behalf for any extra expense to which he may be put due to failure or neglect to discover conditions affecting his work.

16A-05. ELECTRICAL RACEWAYS:

A. Conduit: Conduit exposed to weather shall be rigid steel, galvanized with approved threaded connections. Conduit installed underground or in concrete work may be PVC. PVC conduit shall be Type II Schedule 40 and shall be installed with rigid steel risers galvanized or sherardized. All conduit shall be sized for intended services, or as noted on plan. Rigid conduit installed underground shall be wrapped with approved anti-corrosion tape having a thickness of 0.020". Tape shall be extended up to six inches (6") above ground.

B. Electrical Metallic Tubing: Shall be installed indoors only for the lighting system. E.M.T. will be neither allowed from any junction box or panelboard into ground or concrete floors nor permitted in areas exposed to the weather. E.M.T. fittings shall be steel compression type requiring tightening of a nut. Fittings shall be provided with an insulated throat.

All raceways shall be attached at junction boxes and metallic enclosures by means of locking fittings. Raceways shall terminate in an insulated bushing which shall not be used for mechanical attachment to the enclosure.

16A-06. SEALING CONDUIT FITTINGS: Explosion-proof conduit fittings shall be installed as shown on the drawings. They shall be Appleton Cat. No. EYSF125 and EYSF200 respectively; Red Dot Cat. No. EVHF-4 and EVHF-6 respectively or equivalent. Sealing fittings shall be provided with sealing cement and fiber fillers recommended by the fittings manufacturer.

16A-07. ELECTRICAL CONDUCTORS: Shall be made of copper. Sizes smaller than No. 8 AWG shall be solid, No. 8 and above shall be stranded. Conductors shall be THW insulated unless otherwise shown on the drawings.

16A-08. PEDESTAL METER PANEL: Pedestals shall be rigid, free-standing NEMA 3R enclosures of the size and arrangement shown on the plans. All interior components shall conform to all applicable provisions of this contract, i.e., circuit breakers, utility approved meter socket rated at 100 amperes, etc. Pedestals shall be factory assembled to NEMA Class II C requirements and shipped to the jobsite as complete, operational assemblies requiring only field connections to terminal blocks.

A. Construction: Fabrication shall be of welded steel with all welds ground smooth. Twelve (12) gauge steel shall be used for exterior parts and 14 gauge for interior parts. The exterior doors shall have a heavy duty hasp for padlocking. Pedestals shall be manufactured by Tesco or equal.

B. Painting: Pedestals shall be painted with a polymeric or an enamel coating system conforming to Color No. 14672 (light green) of Federal Standard 595 for exterior surfaces and high gloss white for interior surfaces. All coatings shall be commercially smooth. The coatings shall comply with the following requirements:

1. Coating Hardness - The finish shall have a pencil lead hardness of HB minimum using an Eagle Turquoise pencil.
2. Salt Spray Resistance - Shall be in accordance with ASTM Designation B 117.
3. Adherence - There shall be no coating loss when tested by Test Method No. Calif. 645. A certificate of compliance shall be included in the Contractor's submittal certifying that the coating system furnished complies in all respects with these requirements.

16A-09. MAIN CIRCUIT BREAKER: Shall be current limiting rated for 240 volt AC, 2-pole, 50 Amp and capable to interrupt 32,000 RMS symmetrical amperes at 240 volts AC. Main breaker shall have a shunt trip device installed at the factory.

Locally installed shunt trip devices shall not be acceptable. The shunt trip shall be installed on the load side of the main breaker and shall operate from a 240 volt AC, 60 Hertz circuit. Circuit breaker shall be General Electric, Square D or equal.

16A-10. MAIN PANELBOARD: The main panelboard shall be rated to operate at 120/240 volt, AC, 60 Hz, single phase 3 wire, solid neutral, surface mounted as shown on the drawings. The main panelboard shall have a two pole, non-automatic main circuit breaker with branch circuit breakers as shown on the drawings. Mechanical bails to convert two single pole breakers into one two-pole breaker will not be accepted.

All conduits emanating or terminating at this panelboard shall be bonded together with a No. 8 bare copper wire which shall be connected to the metallic enclosure of the panelboard.

All circuit breakers at this panelboard shall be capable to interrupt a fault current of 10,000 amperes symmetrical.

The load center shall be I.T.E. Cat. FEQC, Cutler & Hammer Cat. CHI12BM100, or equal.

16A-11. PUMP MOTOR CONTROLLER: Shall be provided by the supplier of the sewage pump. Controllers shall protect motors as required by the National Electrical Code. Controller shall be provided with a disconnect switch to de-energize controller circuits for service and maintenance purposes. The disconnect switch shall be padlockable in the open position as required by Article 430-86 of the National Electrical Code.

16A-12. MOTOR CIRCUIT PROTECTOR: Motor branch circuits shall be protected by motor circuit protectors (MCPs).

All MCPs shall be operated by a toggle type handle and shall have a quick-make, quick-break over-center switching mechanism that is mechanically trip free from the handle so that the contacts cannot be held closed against short circuits and abnormal currents. Tripping shall be clearly indicated by the handle automatically assuming a position midway between the manual ON and OFF positions.

MCPs must be completely enclosed in a molded case. MCPs shall have the trip unit sealed to prevent tampering. Ampere ratings shall be clearly visible. Contacts shall be of non-welding silver alloy. Arc extinction must be accomplished by means of arc chutes, consisting of metal grids mounted in an insulating support.

Each pole of these MCPs shall provide instantaneous short circuit protection by means of a single adjustable magnetic only element. The single adjustment screw shall adjust all poles simultaneously, and shall indicate the trip setting in amperes.

16A-13. CONTACTORS - MOTOR STARTING: They shall be suitable for group operation with MCPs and the overload relays specified herein. Contactors shall conform to NEMA Standards.

16A-14. OVERLOAD RELAYS: All overload relays shall be bimetallic type with interchangeable heaters and shall be non-self resetting. Individual overload protection shall be provided for each phase lead and an overload on any phase shall trip the relay. A trip setting adjustment adjustable from approximately 85% to 115% of the installed heater rating shall be provided.

All overload relays shall be approved for group operation with motor circuit protectors, shall be ambient compensated, and shall be fitted with heater elements sized to protect the motors actually furnished. Ambient compensated relays shall be clearly marked as such.

A table indicating the overload heater ampere ratings and corresponding catalog numbers shall be permanently attached to all electrical equipment in which overload relays are installed.

16A-15. FLOAT SWITCH: Float switch shall be single pole 230 volts AC complete with self-supporting pedestal, float, rods and mounting hardware. Float switch to be Square D, Class 9036, Type AG, Mercoid Series 301 Spec. No. 4821 or approved equal. Float switches shall close the circuit on liquid level rise.

16A-16. TOGGLE SWITCHES: Toggle switches to be suitable for 20 amps, 120 volts AC duty. Switches shall be Bryant Cat. No. 4901, Leviton 53521, or approved equal.

16A-17. HAND-OFF-AUTO SWITCH: The operation of the lighting contactor shall be controlled by an oil-tight H-O-A switch mounted at the door in an enclosure also containing the toggle switch for the pipe chase lights. Rating of the H-O-A switch shall be adequate for operation with the installed photoelectric cell and electrical contactor.

Installation of the H-O-A switch shall be as shown on the drawings.

16A-18. GROUND FAULT CIRCUIT INTERRUPTERS: Duplex GFCI receptacle with feed-thru capabilities, 20 amps at 120 volts single phase. General Electric Cat. TGTR775F, 3M Model 2701 or equal.

16A-19. PHOTOELECTRIC SWITCH: Photoelectric switch suitable for outdoor mounting on a 1/2" galvanized conduit, to operate on 120 volts AC Tork Cat. No. 2100, Lumatrol Model T-15, or approved equal.

The photoelectric switch shall be capable of handling the open-close current inrush required by the lighting contactor coil without exceeding the photoelectric switch ratings.

16A-20. LIGHTING CONTACTOR: The lighting contactor shall be rated for tungsten, fluorescent, mercury arc and resistance heating loads. It shall be electrically or mechanically held, 2 pole, 240 volts AC, 30 amperes. Operating coil shall be energized at 120 volt AC from the photoelectric cell. Lighting contactor shall be provided in a NEMA Type 1 enclosure. Electrical characteristics of the operating coil shall be within the rating of the photoelectric cell.

16A-21. LIGHTING FIXTURES: Shall be as follows:

"A" Fixtures to be Marco, Durathon II BNTX6-M with 60 watt lamp (no equal available).

"B" Fixture to be Marco, Durathon II NB2X-M with 60 watt lamp (no equal available) mounting to be as shown on plan.

"C" Fixtures to be Bryant 5228; G.E. No. GE5740-7, or approved equal, with 60 watt lamp.

"D" Fixtures to be surface mounted Markstone No. 342P, Prescolite No. 3811, standard, or approved equal. Furnish complete with lamps per manufacturer's catalog. Provide one (1) 60 watt lamp per fixture.

16A-22. GROUNDING SYSTEM: The grounding system consists of a UFER ground of 40 feet of bare copper cable #2 embedded in the concrete foundation 2" from the bottom as shown on the drawings. The UFER ground must be connected to the main panelboard located in the pipe chase and a metal underground water pipe in direct contact with the earth.

Grounding conductors shall be bonded to both ends of metallic raceways containing the conductors.

At concrete pull boxes, all metallic raceways shall be provided with insulated grounding bushings.

All grounding bushings shall be bonded together with a copper cable size #6 AWG.

APPENDIX

SUMMARY OF ATTACHMENTS

	<u>Page</u>
Exhibit A - Permit from Reclamation Board	A-1 through A-2
Exhibit B - Permit from State Lands Commission	B-1 through B-4
Exhibit C - Permit from California Public Utilities Commission	C-1 through C-4
Exhibit D - Southern Pacific Transportation Company. Easement Deed for I Street Undercrossing	D-1 through D-4
Exhibit E - Southern Pacific Transportation Company Slope Easement north of I Street and construction - maintenance - engineering agreement	E-1 through E-3

STATE OF CALIFORNIA
THE RECLAMATION BOARD
APPROVAL OF PLANS

Application No. 12907 BD

The Application of: City of Sacramento
915 "I" Street
Sacramento, CA 95814.

for approval of plans:

To construct parking and restroom facilities near Jibboom Street Bridge, and to construct a bikeway on the left levee of the Sacramento River and the American River from "I" Street Bridge to Jibboom Street Bridge in Sacramento. Sections 26 and 35, T9N, R4E, M.D.B.&M. (American River Flood Control District) Sacramento River and American River, Sacramento County.

NOTE: Special Conditions have been incorporated herein which may place limitations on and/or require modification of your proposed project described above.

On the 15th day of May, 1980, The Reclamation Board or its General Manager pursuant to delegation from the Board, has considered this application: Now, therefore, it is ORDERED that this application and plans attached therein are hereby approved and permission to proceed with the work in accordance therewith is hereby granted subject to all terms, conditions, and restrictions attached hereto which are incorporated herein by reference and made a part hereof.

GENERAL CONDITIONS

ONE: This approval is issued under the authority of Sections 8700-8723 of the State Water Code;

TWO: This approval is to be strictly construed and no work, other than that specifically described herein, is authorized hereby.

THREE: This approval of plans does not carry with it permission to construct any works on lands owned by the Sacramento and San Joaquin Drainage District, nor on any other lands whatsoever;

FOUR: The work hereunder shall be accomplished under the direction and supervision of the State Department of Water Resources and applicant shall conform to all requirements of said Department and the State Reclamation Board, and applicant shall notify said Department of Water Resources, P. O. Box 160088, Sacramento, CA 95816, telephone (916) 445-3942, at least three days prior to commencement;

FIVE: This approval shall be void unless the work herein contemplated shall have been commenced within one year after issuance;

SIX: This approval shall remain in effect until revoked. This approval is revokable on 15 days' notice in the event that any conditions contained herein are not complied with;

SEVEN: It is understood and agreed by applicant that the commencement of any work under this approval shall constitute an acceptance of the provisions of this approval and an agreement to perform in accordance therewith;

EIGHT: This approval is granted with the understanding that this action is not to be considered as establishing any precedent with respect to any other application received by The Reclamation Board;

NINE: The applicant to whom this approval is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from any other public agency having jurisdiction;

TEN: Upon completion of the work all waste material and debris shall be entirely removed from the site of the work and the site left in as presentable a condition as before the work started;

ELEVEN: The applicant is responsible for all liability for personal injury or property damage which may arise out of failure on the applicant's part to perform his obligations under this approval. In the event any claim of liability is made against the State of California or any department thereof, the United States of America, a local district or other maintaining agency and the officers, agents or employees thereof, applicant shall defend, indemnify and hold each of them harmless from such claim;

TWELVE: The applicant agrees by the acceptance of this approval to exercise reasonable care to operate and maintain properly any work authorized herein and agrees to conform to standards of operation and maintenance prescribed by the State of California;

(OVER)

DWR 3784 (Est. 11/76)

THIRTEEN: Applicant shall at his sole cost and expense remove, alter, relocate or reconstruct all or any part of the work herein approved immediately upon the order of The Reclamation Board so to do and in the manner prescribed thereby should said work or any portion thereof not conform to the conditions of this approval.

SPECIAL CONDITIONS:

FOURTEEN: That the City of Sacramento hold the State of California harmless from any liability incurred by allowing the bike-way on top of the project levees.

FIFTEEN: That no excavations shall be made or allowed to remain in the levee section between November 1 and April 15.

SIXTEEN: That no stockpiling of material, temporary buildings or equipment shall remain in the floodway during the flood season from November 1 to April 15.

SEVENTEEN: That the sewage line shall be encased in reinforced concrete a minimum of 6 inches thick within the levee section.

EIGHTEEN: That the proposed utility lines shall be installed through the levee section at a right angle to the centerline of the levee.

NINETEEN: The proposed manhole on the levee crown shall be located on the landward levee shoulder area.

TWENTY: That backfill material for the excavation shall be placed in 4- to 6-inch layers and compacted to a density equal to that of the adjacent levee.

TWENTY-ONE: That the levee crown roadway and levee section shall be restored to at least the same condition that existed prior to commencement of work.

TWENTY-TWO: That all trees and brush cleared shall be completely burned or otherwise removed from the overflow area of the American River, and no downed trees or brush shall be allowed to remain in the floodway during the flood season between November 1 and April 15.

TWENTY-THREE: That the applicant shall maintain the project works within the utilized area in the manner required and as requested by the authorized representative of American River Flood Control District or any other agency responsible for maintenance.

TWENTY-FOUR: That the downramp from Jibboom Street to the boat launch ramp shall be regraded to eliminate encroachment of existing levee crown and freeboard between Jibboom Street and I-5.

TWENTY-FIVE: That a standard swing type pipe gate vehicle barrier and post and cable shall be installed at the Jibboom Street end of the bike trail as directed by American River Flood Control District.

TWENTY-SIX: That standard swing type pipe gate vehicle barriers and post and cable shall be installed at approximate station 31+50 as directed by American River Flood Control District.

TWENTY-SEVEN: That revised final plans shall be resubmitted for written approval by the American River Flood Control District to confirm compliance with all conditions.

TWENTY-EIGHT: That the City shall police the use of the bike trail to prevent unauthorized vehicular or motorcycle use and all unauthorized uses of the levee slopes.

TWENTY-NINE: That the permitted use shall be subject to the American River Flood Control District's routine and emergency maintenance, repair, and operations activities.

(SEAL)

Dated: MAY 15 1980

Eldon E. Rumbolt

GENERAL MANAGER

RECORDED AT THE REQUEST OF
State of California/State Lands Commission
Official Business — Document entitled to free
recording pursuant to Government Code
Section 27383.

WHEN RECORDED MAIL TO
State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attention: Title Unit

LEASE NO. PRC 5851.9

W 22406

This Lease consists of this summary and the following attached and incorporated parts:

- Section 1 Basic Provisions
- Section 2 Special Provisions amending or supplementing
 Section 1 or 4
- Section 3 Description of Lease Premises
- Section 4 General Provisions

SECTION 1
BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **STATE LANDS COMMISSION** (1807 - 13th Street, Sacramento, California 95814), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Administrative Code, and for consideration specified in the Lease, does hereby lease,

demise and let to: City of Sacramento
hereinafter referred to as Lessee:
WHOSE MAILING ADDRESS IS: 915 I Street, Room 207
Sacramento, CA 95814

those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

LEASE TYPE: General Permit - Public Agency Use

LAND TYPE: Filled tide and submerged **LOCATION:** Sacramento River

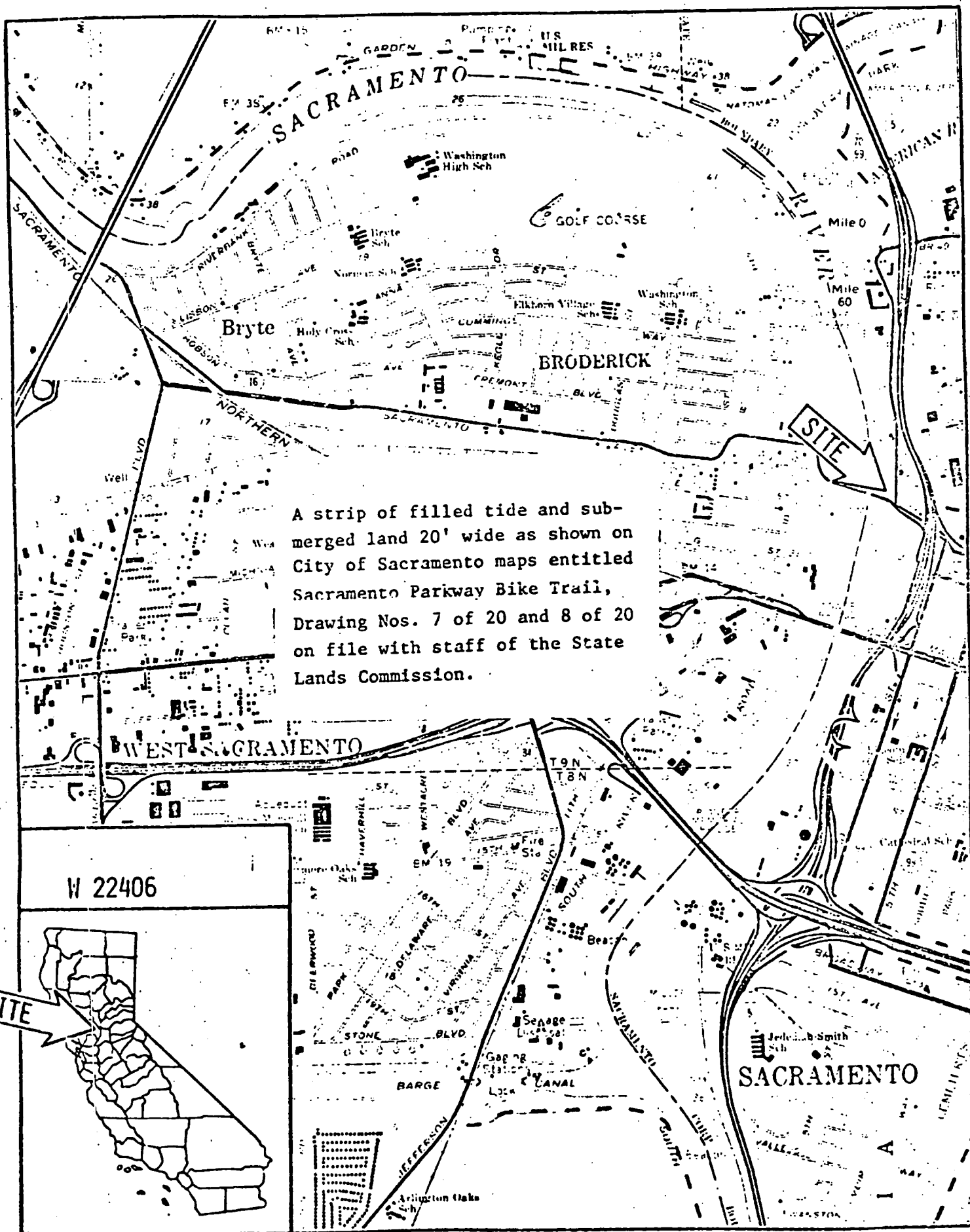
LAND USE OR PURPOSE: Construction and maintenance of the Sacramento River
Parkway Bike Trail

TERM: 49 years; beginning June 1, 1980
ending May 31, 2029, unless sooner terminated as provided under this Lease.

CONSIDERATION: \$ Public use and benefit

subject to modification by Lessor as specified in Paragraph 2(b) of Section 4.

SECTION 3



A strip of filled tide and submerged land 20' wide as shown on City of Sacramento maps entitled Sacramento Parkway Bike Trail, Drawing Nos. 7 of 20 and 8 of 20 on file with staff of the State Lands Commission.

W 22406

SITE

SACRAMENTO

SECTION 4

GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories:

(1) Rental:

Lessee shall pay the annual rental as stated in Section 1 or 2 to Lessor without deduction, delay or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Royalty or other consideration:

Lessee shall pay a royalty or other consideration in the amount, method and manner as specified in Section 1 or 2.

(3) Non-Monetary Consideration:

If a monetary rental, royalty, or other consideration is not specified in Section 1 or 2, consideration to Lessor for this Lease shall be the public use, benefit, health or safety, as appropriate, however Lessor shall have the right to review such consideration at any time and to set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State. Lessee shall notify Lessor within ten (10) days in the event that the public is charged any direct or indirect fee for use and enjoyment of the Lease Premises.

(b) Modification:

Lessor may modify the amount or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. Any modification of the amount or rate of consideration made pursuant to this paragraph shall conform to Title 2, Division 3 of the California Administrative Code and no such modification shall become effective unless Lessee is given written notice at least sixty (60) days prior to the effective date.

(c) Penalty and Interest:

Any installments of rental, royalty, or other consideration accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and Section 2.

3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE

(a) General:

Lessee shall use the Lease Premises only for the purpose or purposes stated in Section 1 or 2 and only for the operation and maintenance of the improvements authorized in Section 1 or 2. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this lease. Thereafter Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Repairs and Maintenance:

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and safe condition.

(c) Additions, Alterations and Removal:

(1) Additions — No improvements other than those ex-

pressly authorized in Section 1 or 2 of this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and within sixty (60) days after completing them.

(2) Alteration or Removal — Except as provided under this Lease, no alteration or removal of existing improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(d) Conservation:

Lessee shall practice conservation of water and other natural resources and shall prevent pollution and harm to the environment in or on the Lease Premises.

(e) Enjoyment:

Nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitute a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

(f) Discrimination:

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, national origin, sex, age, or physical handicap.

(g) Residential Use:

Unless otherwise allowed under this Lease, improvements on the Lease Premises shall not be used as a residence or for the purpose of mooring a floating residence.

5. RESERVATIONS, ENCUMBRANCES AND RIGHTS-OF-WAY

(a) Reservations:

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to oil, coal, natural gas and other hydrocarbons, minerals, aggregates, timber and geothermal resources, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources, however such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease, however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the lease term for any purpose not inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances:

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and it is made without warranty by Lessor of title, condition or fitness of the land for the stated or intended use.

13. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor may accept all or any portion of the Lease Premises, as then improved with structures, buildings, pipelines, machinery, facilities and fills in place; or Lessor may require Lessee to remove all or any portion of such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All such removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days of the expiration or sooner termination of this Lease.

14. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee and all other claimants of the termination of this Lease and any rights or interests of Lessee in the Lease Premises.

15. HOLDING-OVER

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO }

On this 30 day of MAY, 1980, before me, the undersigned, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned, and sworn, personally appeared R.H. PARKER, known to me to be the CITY ENGINEER of the City of Sacramento, a municipal corporation, described in and that executed the within instrument, and also known to me to be the person who executed the same on behalf of the City of Sacramento therein named and he acknowledged to me that the City of Sacramento executed the same.

Witness my hand and official seal



Irvin E. Moraes
Notary Public in and for said
County and State

City Engineer

AND CONSERVATION
Date JUL 30 1980

ACKNOWLEDGEMENT

The issuance of this lease was authorized by the State Lands Commission on June 26, 1980
(Month Day Year)

T/SD

Decision No. 92279 OCT 8 1980

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of the City of Sacramento,
a municipal corporation of the State
of California, for permission to con-
struct a grade separation crossing
under the Southern Pacific Transpor-
tation Company's railroad tracks at
I Street, in the County of Sacramento,
State of California.
Bikeway Station 50+40
Railroad Station 3158+20

Application No. 59493
(Filed March 4, 1980)

O P I N I O N

As part of the Sacramento River Parkway Master Plan development project, the City of Sacramento requests authority to construct the Sacramento River Bikeway at separated grades under the tracks of the Southern Pacific Transportation Company's Main Line in the City of Sacramento, Sacramento County.

The City of Sacramento is the lead agency for this project pursuant to the California Environmental Quality Act of 1970 (CEQA), as amended, Public Resources Code, Section 21000 et seq. After preparation and review of an Environmental Impact Report, the City of Sacramento approved the project. On July 21, 1976, a Notice of Determination was filed with the Sacramento County Clerk which found that: "said project will have a significant effect upon the environment."

The Commission is a responsible agency for this project under CEQA and has independently evaluated and assessed the lead agency's Final Environmental Impact Report. The site of the proposed project has been inspected by the Commission staff.

The planning area of the Sacramento River Parkway is located along the easterly bank of the Sacramento River within the city limits of Sacramento. The area extends along the east bank of the River from the confluence of the American River at Discovery Park,

downstream to the city limits near Freeport. The easterly border of the area is generally the Interstate 5 Freeway.

Major adverse impacts include potential significant increases in levee erosion, traffic conflicts at access areas and increased parking along residential streets, potential increases in theft and vandalism to residences adjoining the parkway, and a reduction in privacy to residences abutting the parkway. Mitigation measures include prohibition of equestrian and motorized vehicle uses on levee berm areas, provision of access points easily reachable from arterial streets and controlled access to the parkway to aid in providing parkway and residential safety and security.

Applicant advises that it desires to put the project out to bid at the earliest possible date and, therefore, requests that the usual thirty-day waiting period be waived.

Notice of the application was published in the Commission's Daily Calendar on March 5, 1980. No protests have been received. A public hearing is not necessary.

Findings of Fact

1. Applicant should be authorized to construct the Sacramento River Bikeway at separated grades under the tracks of the Southern Pacific Transportation Company's Main Line in the City of Sacramento, Sacramento County, at the location and substantially as shown by plans attached to the application, to be identified as Crossing A-88.7-BD.

2. Clearances should be in accordance with General Order 26-D. Walkways should conform to General Order 118.

3. Positive barrier posts should be installed at Bikeway Stations 48+40 and 51+50 as shown on Southern Pacific Transportation Company's Sacramento Division Drawing No. U-2730.

4. Construction and maintenance costs should be borne in accordance with an agreement to be entered into between the parties relative thereto, and a copy of the agreement, together with plans of the crossing approved by the Southern Pacific Transportation Company, should be filed with the Commission prior to commencing construction.

Should the parties fail to agree, the Commission will apportion the costs of construction and maintenance by further order.

5. Applicant is the lead agency for this project pursuant to the California Environmental Quality Act of 1970, as amended.

6. The Commission is a responsible agency for this project and has independently evaluated and assessed the lead agency's Final Environmental Impact Report.

7. This project will have a significant impact on the environment; however, the proposed mitigation measures will either eliminate or reduce the severity of the adverse impacts.

8. Applicant desires to put the project out to bid at the earliest possible date; therefore, the usual thirty-day waiting period should be waived.

Conclusion of Law

On the basis of the foregoing findings, we conclude that the application should be granted as set forth in the following order.

O R D E R

IT IS ORDERED that:

1. The City of Sacramento is authorized to construct the Sacramento River Bikeway at separated grades under the tracks of the Southern Pacific Transportation Company's Main Line in the City of Sacramento, Sacramento County, as set forth in the findings of this decision.

2. Within thirty days after completion pursuant to this order, applicant shall so advise the Commission in writing.

This authorization shall expire if not exercised within three years unless time be extended or if the above conditions are not complied with. Authorization may be revoked or modified if public convenience, necessity or safety so require.

A. 59493 T/SD

The effective date of this order is the date hereof.

Dated OCT 8 1980, at San Francisco,

California.

JOHN E. BRYSON

President

VERNON L. STURGEON

RICHARD D. GRAVELLE

LEONARD M. GRIMES, JR.

Commissioner Claire T. Dedrick, being necessarily absent, did not participate in the disposition of this proceeding.

FILED 11-20-80

THIS INDENTURE, made this 17th day of January, 1980, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein termed "Railroad", and STATE OF CALIFORNIA, acting by and through its Department of Parks and Recreation, herein termed "State";

WITNESSETH:

1. Railroad hereby grants to State an easement for the construction, reconstruction, maintenance and use of a scenic trail crossing, hereinafter termed "trail crossing", upon, over, across and along that certain real property of Railroad more particularly described in Exhibit "A", attached and made a part hereof.

2. This grant is subject to all prior licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

3. This grant is made subject to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier, and there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances, and existing and future transportation, communication and pipeline facilities and appurtenances, in, upon, over, across and along said property. Any construction by Railroad or its subsidiary or affiliated companies in, under or over said easement shall be subject to the approval of State as to safety and compatibility with trail crossing purposes, which approval shall not be unreasonably withheld. Railroad or its subsidiary or affiliated companies shall be subject to the issuance of encroachment permits which will be issued for the purpose of providing State with notice and record of work, and for the terms and conditions relating to public safety and compatibility with trail crossing purposes. No new or different rights and obligations shall be created by the permits in such cases, and all such prior rights shall be fully protected. Encroachment permits issued to Railroad or its subsidiary or affiliated companies shall have designated across the face thereof "For Notice and Record Purposes Only".

Any construction by other parties in, under or over said easement shall be subject to State's issuance of a standard encroachment permit.

4. The rights granted herein are limited vertically to a plane parallel with and 20 feet above the roadway surface of said trail crossing as originally constructed.

5. If the construction of said trail crossing upon said property is not commenced within two (2) years from the date hereof, or if after construction State should blockade said trail crossing or otherwise cause it to be unused or unusable for a continuous period of two (2) years and, if thereafter Railroad shall so request, State shall immediately review its plans for the utilization of said easement, and should State not

propose to utilize said easement nor have plans for such utilization, State shall request abandonment in accordance with the applicable statutes or laws of the State of California and, subject to appropriations being made for the purpose, State shall, at the time of abandonment and upon Railroad's written request, remove said trail crossing and restore Railroad's premises to the condition existing prior to construction of said trail crossing.

6. State will not, after original construction, give or consent to any right, privilege or easement upon, across or within the easement granted herein which will interfere with then existing operation and maintenance for railroad purposes of Railroad's property, and Railroad shall have the right to approve plans for such installation as State may authorize insofar as they affect installations of Railroad, its subsidiary or affiliated companies, which approval shall not be unreasonably withheld or delayed.

7. State, at its expense, shall maintain said trail crossing.

8. The performance of any work on Railroad's premises by State's contractors shall be in conformance with State contracts special provisions agreed upon by State and Railroad.

9. State shall obtain any necessary authority and permission required to construct, reconstruct, maintain and use said trail crossing upon and across said property from the governmental body or bodies having jurisdiction thereover, including the approval of the California State Public Utilities Commission.

10. The provisions of this indenture shall inure to the benefit of and be binding upon the successors and assigns of Railroad and the assigns of State.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By W. J. Harold
(Title)

Attest B. F. O'Connell
Assistant Secretary

STATE OF CALIFORNIA, DEPARTMENT OF
PARKS AND RECREATION,

By _____
(Title)

By _____
(Title)

EXHIBIT A

That certain parcel of land situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

Beginning at the point of intersection of the northerly line of that certain real property described in quitclaim deed dated August 15, 1972, from Southern Pacific Transportation Company to State of California with the ordinary high water line on the left or east bank of the Sacramento River, said point being distant 25 feet southerly, measured at right angles, from the center line of said Transportation Company's eastward main track (Oakland-Sacramento) and also distant North $40^{\circ}16'34''$ West 799.62 feet from the intersection of the center lines of 2nd and "I" Streets in said City; thence along said ordinary high water line, North $14^{\circ}06'26''$ East 36.91 feet and North $7^{\circ}07'30''$ East 26.72 feet to a line parallel with and distant 25 feet northerly, measured at right angles, from the center line of said Company's westward main track (Sacramento-Oakland); thence South $71^{\circ}32'52''$ East along said parallel line, 43.35 feet; thence South $13^{\circ}05'18''$ West 16.11 feet; thence South $18^{\circ}28'18''$ West 37.01 feet to the most northerly corner of the 0.455 acre parcel of land described as Parcel 1 in Indenture dated May 26, 1969, between Southern Pacific Company and State of California, recorded July 23, 1969, in Book 69-07-23, page 68, Official Records of said County; thence continuing

South $18^{\circ}28'18''$ West along the westerly line of said 0.455 acre parcel, 8.78 feet to the most westerly corner of said 0.455 acre parcel; thence southeasterly along the southwesterly line of said 0.455 acre parcel on a curve to the right having a radius of 233.00 feet and a central angle of $1^{\circ}00'12''$ (a radial line of said curve to last mentioned corner bears North $34^{\circ}37'38''$ East) an arc distance of 4.08 feet to a point in said northerly line of that certain real property described in said quitclaim deed dated August 15, 1972; thence North $71^{\circ}32'52''$ West along said northerly line, 40.70 feet to the point of beginning, containing an area of 2502 square feet, more or less.

THIS INDENTURE, made this 20th day of JANUARY, 1981, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein called "Railroad", and CITY OF SACRAMENTO, a municipal corporation of the State of California,, herein called "Grantee";

WITNESSETH:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use bike path slopes, hereinafter termed "slopes", upon and across the real property described on the attached Exhibit "A". As a part consideration for the rights herein granted Grantee shall pay to Railroad the sum of \$1,000.00.

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and 20 feet above the roadway surface of the slopes as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad, its successors and assigns, to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain, use and remove existing and future transportation, communication, power and pipeline facilities in, upon, over, under, across or along said property.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said slopes is not commenced within two (2) years from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power line in, upon, over, under, across or along said property, except as necessary for maintenance of said slopes.

6. Any contractor performing work on said property shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said slopes. Railroad, at the expense of Grantee, shall rearrange its

City Agreement No. 801-63-A

electrical and communication facilities and provide for engineering inspection and preliminary engineering. Grantee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith (estimated amount for which Grantee is obligated to reimburse Railroad hereunder is \$12,050.00).

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said slopes commenced within two (2) years from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By W. J. Honold
(Title) Assistant Manager

Attest B. L. ...
Assistant Secretary

CITY OF SACRAMENTO

By Walter J. Slife

By Jessie ...
Clerk

APPROVED AS TO FORM:

Richard J. Savage
Deputy City Attorney

City Agreement No. 80163-1

FMY
6/10/80

EXHIBIT "A"

That certain parcel of land situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

Beginning at a point from which the most Northerly corner of the 0.455 acre parcel of land described as Parcel 1 in Indenture dated May 26, 1969, between Southern Pacific Company and State of California, recorded July 23, 1969, in Book 69-07-23, page 68, Official Records of said County bears South 13° 05' 18" West, 15.00 feet and South 18° 28' 18" West, 37.01 feet along the Northerly projection of the Westerly line of said 0.455 acre parcel; thence from said point of beginning South 71° 32' 52" East, 15.00 feet; thence North 08° 50' 44" East, 104.54 feet; thence South 22° 17' 45" West, 45.00 feet; thence South 13° 05' 18" West, 58.43 feet to the point of beginning.

City Agreement No. **80163-A**