

# **INVITATION FOR BIDS**



**FOR CONSTRUCTING**

## **COFFEY PARK AND FOUNTAIN GROVE NEIGHBORHOOD ROAD DISASTER RECOVERY**

**CITY CONTRACT NUMBER  
C02258**

ISSUED BY  
**CAPITAL PROJECTS ENGINEERING DIVISION  
CITY OF SANTA ROSA, CALIFORNIA**

**2023**

**ATTENTION**  
Prebid Conference  
See Page 1



STATE OF CALIFORNIA

INVITATION FOR BIDS

CONTAINING:

NOTICE TO BIDDERS

SPECIAL PROVISIONS

BID FORMS

CONTRACT

FOR

**COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY**

**City Contract No. C02258**

# COFFEY PARK AND FOUNTAINGROVE NEIGHBORHOOD ROAD DISASTER RECOVERY

## TABLE OF CONTENTS

### NOTICE TO BIDDERS

NOTICE TO BIDDERS.....	1
------------------------	---

### SPECIAL PROVISIONS

#### GENERAL SPECIFICATIONS

1 General.....	5
2 Bidding.....	6
3 Contract Award and Execution.....	8
4 Scope of Work .....	12
5 Control of Work .....	14
6 Control of Materials.....	17
7 Legal Relations and Responsibility to the Public.....	20
8 Prosecution and Progress.....	24
9 Measurement and Payment.....	25
10 Federal Requirements .....	28
Exhibit 10-A - Agreement No. 17-DRMIT-17003 .....	33
Exhibit 10-B - Current Davis-Bacon Act Water Determinations .....	94
Exhibit 10-C - HUD-4010 Federal Labor Standard Provisions .....	142

#### TECHNICAL SPECIFICATIONS..... 148

Section 12	Temporary Traffic Control .....	149
Section 13	Water Pollution Control .....	153
Section 14	Environmental Stewardship .....	158
Section 15	Existing Facilities .....	159
Section 17	Earthwork and Landscape .....	165
Section 19	Earthwork .....	166
Section 26	Aggregate Base .....	168
Section 37	Bituminous Seals .....	169
Section 39	Hot Mix Asphalt.....	176
Section 51	Concrete Structures.....	183
Section 73	Concrete Curbs and Sidewalks .....	184
Section 78-2	Survey Monuments.....	186
Section 81	Miscellaneous Traffic Control Devices .....	187
Section 84	Markings .....	188
Section 86	Electrical Systems .....	190
Section 90	Concrete .....	191
Section 121	Notifications .....	192
Section 124	Material Recycling .....	193
Exhibit 1	Curb Ramp Inventory Table .....	194
Exhibit 2	Street Treatment Table .....	204
Exhibit 3	Mill & Fill - Residential Streets .....	217
Exhibit 4	Mill & Fill - Round Barn Blvd. ....	219
Exhibit 5	Coffey Park and Fountaingrove Maps.....	222

**BID FORMS**

Contract Bid .....257  
Unit Price Schedule.....258  
List of Subcontractors.....260  
List of Previous Similar Jobs .....261  
Noncollusion Declaration.....262  
Bid Bond Affidavit and Bidder's Signature Page .....263  
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion .....264  
Certification Regarding Lobbying.....266

**CONTRACT**

Contract .....267

CITY OF SANTA ROSA  
STATE OF CALIFORNIA

**NOTICE TO BIDDERS**

➤	For technical questions regarding this project, contact Felicia Ong at (707) 495-2147.
➤	For direct access to plans, specifications and plan holders' lists, go to <a href="http://www.srcity.org/bids">www.srcity.org/bids</a> and click on <u>Bid/Proposal Opportunities</u> .
➤	For direct access to bid results, go to <a href="http://www.srcity.org/bids">www.srcity.org/bids</a> . Under Link to Capital Projects, click on <u>Capital Projects Contracts</u> .

**- IMPORTANT -  
REVISED BIDDING PROCEDURES**

All bids shall be submitted and opened according to the following procedure:

**Bid Acceptance Deadline**

Sealed bids will be accepted at the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California 95401 until 2:00 p.m., July 27, 2023, for Coffey Park and Fountaingrove Neighborhood Road Disaster Recovery, Contract No. C02258 (Engineer's Estimate: \$15,614,814.50.)

**Bids tendered after this deadline will not be accepted.** The official time clock for accepting bids will be an electric date and time stamping clock, located in the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California. In order to be accepted, bids must be received prior to 2:00 p.m. Therefore, a bid stamped in at 1:59 p.m. will be accepted, but one delivered at or after 2:00 p.m. is late and will not be accepted.

**Bid Opening**

Prospective bidders, subcontractors, and materials suppliers are invited to attend the Bid opening via Zoom video/teleconference or in person at 69 Stony Circle, Santa Rosa, California. The bid opening is scheduled to be held at 2:00 p.m., July 27, 2023.

The teleconference can be accessed at:

<https://srcity-org.zoom.us/j/84163737686?pwd=d09UeEcrWWJoaEllbnUvbHc2NXE5QT09>

Phone: 1 669 219 2599

Meeting ID: 841 6373 7686

Passcode: 300423

Find your local number: <https://srcity-org.zoom.us/j/84163737686>

**Mandatory Pre-Bid Meeting Video Conference**

Prospective bidders are required to attend a mandatory pre-bid meeting via Zoom video/teleconference or in person at 69 Stony Circle, Santa Rosa, California. The pre-bid meeting is scheduled to be held at 10:30 a.m., July 13, 2023.

The teleconference can be accessed at:

<https://srcity-org.zoom.us/j/89796050881?pwd=bVcrbTEzeWthNEkzdVIFc280b21qdz09>

Phone: 1 669 219 2599

Meeting ID: 897 9605 0881

Passcode: 293667

Find your local number: <https://srcity-org.zoom.us/j/89796050881>

## **Federal Requirements**

The work to be performed under this Contract is funded by the federal Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. CDBG-DR grant funds are allocated by the United States Department of Housing and Urban Development (HUD) to assist with rebuilding and promoting long-term recovery in disaster-impacted areas. The California Department of Housing and Community Development is the direct grantee for HUD's CDBG-DR grant funds and provides oversight to ensure compliance with federal and state requirements. Contractor will be required to comply with all Federal Requirements set forth in the Special Provisions. Notwithstanding Section 5-1.02 of the Special Provisions, in the event of a conflict between any Federal Requirement and any other provision in the Contract Documents (as defined below), the more stringent provision shall control and prevail.

### **Subcontractor Information; Department of Industrial Relations Registration**

Bidders shall provide the names, business addresses and license numbers of all subcontractors listed on bidder's List of Subcontractors. No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

### **Contract Award**

This Contract will be awarded to the lowest responsible and responsive contractor possessing the ability to successfully perform under the terms and conditions of the proposed contract, considering such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

Firms or individuals that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals or quotes may not compete in this procurement.

### **Project Description/Scope of Work**

This project will rehabilitate approximately 33 miles of City residential streets that were damaged as result of debris removal activities in Coffey Park and Fountaingrove neighborhoods following the 2017 Tubbs Fire. Two treatment options are proposed for streets included on this project, 1) mill and fill asphalt replacement and 2) digout repairs with a slurry seal. Treatment type for any given street is dependent on roadway condition.

**Contract #:** C02258

**Project Title:** COFFEY PARK AND FOUNTAIN GROVE NEIGHBORHOOD ROAD  
DISASTER RECOVERY

<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>
1	Traffic Control	LS	1
2	Water Pollution Control	LS	1
3	Lower and Adjust Existing Manholes to Grade	EA	450
4	Lower and Adjust Existing Cleanout and Water Valve Boxes to Grade	EA	705
5	Clearing and Grubbing	LS	1
6	Preparation for High Volume Traffic Slurry Seal	SY	278010
7	High Volume Traffic Slurry Seal	TON	2235
8	Roadway Excavation and Asphalt Concrete Surface	TON	66500
9	Asphalt Repair/Digout	TON	3456
10	Storm Drain Catch Basin Repair	EA	2
11	Curb and Gutter	LF	9815
12	Curb Ramp	SF	80395
13	Valley Gutter	SF	5545
14	Install Survey Monuments	EA	17
15	Retroflective Pavement Markers	EA	530
16	12" Thermoplastic Traffic Stripes	LF	6651
17	8" Thermoplastic Traffic Stripes	LF	3475
18	6" Thermoplastic Traffic Stripes	LF	2620
19	4" Thermoplastic Traffic Stripes	LF	36814
20	Thermoplastic Double Yellow Centerline Line	LF	50542
21	Thermoplastic Legends and Symbols	SF	2382
22	Thermoplastic Arrows	EA	93
23	Green Preformed Thermoplastic Paint	SF	85
24	Traffic Signal Detector Loops	EA	10
25	Type A Detector Handholes	EA	2

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City of Santa Rosa does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or expedient by the Engineer.

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of the DIR pursuant to Labor Code sections 1770 *et seq.*

Contractor shall be responsible for compliance with the Immigration Reform Control Act of 1986.

If the project requires the employment of workers in any apprenticeable craft or trade, once awarded, Contractor and subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprentice standards (see Labor Code section 1777.5).

All bids are to be compared on the basis of the Engineer's estimate of the quantities of work to be performed. No bid will be awarded to a contractor who is not licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Contractor must hold a Class A or C-12 license for this project.

Project plans, bid and contract forms for C02258 Coffey Park and Fountaingrove Neighborhood Road Disaster Recovery may be obtained through PlanetBids at [www.srcity.org/bids](http://www.srcity.org/bids). These documents can no longer be obtained at the Transportation and Public Works Department.

No bid will be accepted unless it is made on the contract bid forms furnished by the Transportation and Public Works Department through PlanetBids. The original of the completed bid forms bearing original signatures must be submitted. A bid will not be accepted unless the bidder registers as a vendor through PlanetBids at [www.srcity.org/bids](http://www.srcity.org/bids), downloads documents/attachments, and is added to the prospective bidders list for this project. If there is an addendum, bidders must log into PlanetBids and acknowledge the addendum to be eligible for bidding.

The successful bidder will be required to hold a current City of Santa Rosa business tax certificate issued pursuant to Chapter 6.04 of the Santa Rosa City Code before commencing work on this project. For information regarding the business tax, contact Revenue and Collections at (707) 543-3170.

For any moneys earned by Contractor and withheld by the City of Santa Rosa to ensure the performance of the Contract, Contractor may, at its request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the California Public Contract Code.

The City of Santa Rosa reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid or bond.



GREG MARISCAL  
Supervising Engineer

6/29/23

Date



# **SPECIAL PROVISIONS**

## **General Specifications**

### **CITY OF SANTA ROSA, CALIFORNIA**

#### **COFFEY PARK AND FOUNTAINGROVE NEIGHBORHOOD ROAD DISASTER RECOVERY**

## **1 GENERAL**

The work described herein shall be done in accordance with the "Contract Documents," which are the:

1. Special Provisions
2. City of Santa Rosa Design and Construction Standards (City Standards)
3. City of Santa Rosa Construction Specifications for Public improvements (City Specifications)
4. State of California Department of Transportation Standard Specifications 2015 and Revised Standard Specifications 2015 (collectively, Standard Specifications), and
5. State of California Department of Transportation Standard Plans 2015 and Revised Standard Plans 2015 (collectively, Standard Plans).

In the event of a conflict in any of these documents, the order of precedence shall be determined by Section 5-1.02 of these Special Provisions.

Whenever the Standard Specifications use the terms State of California, Department of Transportation, Director, Engineer, or Laboratory, the following terms shall be substituted therefor, and any reference to any of the foregoing terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

For State of California - the City of Santa Rosa;

For Department - the City of Santa Rosa Department of Transportation and Public Works or the City of Santa Rosa Water Department;

For Director - the City Engineer of the City of Santa Rosa;

For Engineer - the City Engineer of the City of Santa Rosa or the City Engineer's authorized agents;

For Laboratory – Materials Engineering of the City of Santa Rosa Transportation and Public Works Department, or such other laboratory as may be authorized by the City.

Unless otherwise provided, whenever in these Special Provisions attention is directed to specific provisions in the Standard Specifications, such direction shall not be interpreted as excluding other applicable provisions of the Standard Specifications.

Unless otherwise provided, when sections and subsections of the Standard Specifications are used in these Special Provisions, such use is not exclusive and shall not be interpreted as excluding other applicable provisions of said sections and subsections but is only intended to add to or modify such sections or subsections.

Unless otherwise provided, full compensation for compliance with these Special Provisions is included in the contract price and no additional allowance will be made to Contractor therefor. The Standard Specifications are hereby modified to delete any reference or incorporation of provisions providing for or requiring arbitration of claims and disputes arising under this Contract.

## 2 BIDDING

**2-1.03 Registration with DIR:** No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

**2-1.06 Bid Documents:** Prospective bidders will be furnished with an Invitation for Bids which will state the location and description of the contemplated public works project and will show the approximate estimate of the various quantities and kinds of work to be performed and materials to be furnished with a schedule of items for which unit prices are requested.

**2-1.07 Examination of Project Plans, Specifications, City Standards, Invitation for Bids and Work Site:** Prior to submitting a bid, the bidder shall carefully examine the Invitation for Bids, City Standards and the proposed work site. If any person contemplating submitting a bid for this public works project is in doubt as to the meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he or she may submit a written request for interpretation or correction to the Engineer. The written request must be received by the Engineer a minimum of 48 hours prior to bid opening. Any interpretation or correction of the Contract Documents prior to bid opening will be made only by written addendum issued by the City. Notification of addenda will be made through PlanetBids. The listed primary contact will receive an e-mail generated by PlanetBids informing them of a recently uploaded addendum. The City will not be bound by any other explanations or interpretations of the Contract Documents.

**2-1.08 Approximate Estimate:** The quantities given in the Contract Documents are approximate only, being given as a basis for the comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or part of the work or to omit parts of the work, as may be deemed necessary or advisable by the Engineer.

**2-1.10 Subcontractors:** The Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100-4113, inclusive (the "Act") shall apply to all subcontracts in excess of one-half of one percent of the total amount of a bid. The Act requires subcontractors, if used for such work, to be listed in the contractor's bid and prohibits the substitution of subcontractors, except as authorized by the Act. Each bidder shall, with respect to the work of any subcontractor in excess of one-half of one percent of the total amount of the bid, include as part of the bid on the bid form provided:

1. The name, business address and DIR registration number of each subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Project Plans or other Contract Documents in an amount in excess of one-half of one percent of the Contractor's total bid; and
2. The portion of the work that will be done by each subcontractor. Only one subcontractor shall be listed for each portion.

The purchase of sand, gravel, crushed rock, batched concrete, aggregate, ready-mixed concrete, and/or any other materials produced and furnished by established and recognized commercial plants, together with the delivery of such materials to the work site by the source of the materials or by recognized commercial hauling companies, is not considered as subcontracting under this section.

**2-1.33 Bid Document Completion:** Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

**2-1.33A Bid Forms:** All bids shall be made on bid forms obtained from PlanetBids at [www.srcity.org/bids](http://www.srcity.org/bids). The bidder shall submit its bid on the original bid forms furnished by the City. Bids submitted on forms other than the forms furnished to the bidder by the City will not be considered.

The bid forms to be submitted at the time of and with the bid are:

1. Unit Price Schedule
2. List of Subcontractors
3. List of Previous Similar Jobs
4. Noncollusion Declaration
5. Bid Bond Affidavit and Bidder's Signature Page
6. Bid Guaranty (Bid Bond or alternate security)
7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
8. Certification Regarding Lobbying

All bids shall give the proposed prices and must bear the original signature of the bidder. Bidders shall fill in all blanks on the bid forms where required. A bid will not be accepted unless the bidder registers as a vendor through PlanetBids at [www.srcity.org/bids](http://www.srcity.org/bids) downloads documents/attachments, and is added to the prospective bidders list for this project. If there is an addendum, bidders must log into PlanetBids and acknowledge the addendum to be eligible for bidding.

**2-1.33E Rejection of Bids Containing Alterations, Erasures or Irregularities:** Bids may be rejected if they show any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind.

**2-1.34 Bidders' Security:** All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check, or by a bidder's bond made payable to the City of Santa Rosa and executed as surety by a corporate surety authorized and admitted to transact a surety business in the State of California in an amount equal to ten percent of the amount of the bid. No bid shall be considered unless such cash, cashiers or certified check, or bidder's bond is enclosed with the bid. Any bidder's bond shall contain provisions for forfeiture consistent with California Public Contract Code section 20172.

**2-1.40 Withdrawal of Bid:** A bid may be withdrawn prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a written request to withdraw the bid, executed by the bidder or the bidder's authorized representative, is filed with the Engineer before this deadline. The withdrawal of a bid shall not prejudice the right of a bidder to submit a new bid.

**2-1.43 Public Opening of Bids:** Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

**2-1.46 Department's Decision on Bid:** Serial bids from the same bidder will not be accepted. This section shall not be interpreted to mean that the same contractor may not be the contractor in one bid and listed as a subcontractor in another bid, provided that no collusion exists.

**2-1.48 Competency of Bidders:** No bid will be accepted from or contract awarded to a contractor that is not licensed in accordance with the law, that does not hold a license qualifying it to perform work under this contract, to whom a bid form has not been issued by the Engineer, or that has not successfully completed projects of similar character, scope and cost to the proposed project. Bidders will be required to provide a list of previous similar jobs with their bids.

### 3 CONTRACT AWARD AND EXECUTION

**3-1.04 Contract Award:** The City reserves the right to reject any or all bids. Bids are required for the entire work described herein. All bids will be compared with the Engineer's estimate of the quantities of work to be completed. Contract award, if any, will be made to the lowest responsible and responsive bidder within thirty days from the date bids are opened.

**3-1.05 Contract Bonds:** Within ten days after receipt of the Notice of Award, the successful bidder shall provide the following bonds to the City:

- a. **Performance Bond:** A performance bond to guarantee the faithful performance of the terms and conditions of the Contract by Contractor, which shall be executed in a sum of not less than 100% of the Contract price;
- b. **Labor and Materials Bond:** A labor and materials bond (payment bond) in accordance with Part 6 of Division 4, sections 8000 *et seq.* of the California Civil Code, to guarantee against any and all claims of subcontractors or other third parties furnishing labor, materials, or supplies for the Contract, which shall be executed in a sum of 100% of the Contract price; and
- c. **Material Guaranty Bond:** A material guaranty bond (warranty bond) to serve as surety for the guarantee requirements outlined in Section 6-3.01B, which shall be executed in a sum of not less than 50% of the Contract price.

The bond(s) shall be provided in a form acceptable to the City and issued by a corporate surety in good financial standing and authorized and admitted to transact a surety business in the state of California for the purposes and in the amount(s) stated above.

Whenever the financial or legal status of any surety on any such bond(s) is/are unacceptable to the City, it may make a demand to Contractor for further bond(s) or additional surety, not exceeding the sums originally required. Thereafter, no payment shall be made upon the Contract to Contractor or any assignees of Contractor until such bond(s) or additional surety has/have been provided to the City.

**3-1.06 Contractor License:** Contractor must be properly licensed as a contractor from Contract award through Contract acceptance (Pub Cont. Code § 10164).

**3-1.07 Indemnification and Insurance:** Indemnification: Contractor shall defend, hold harmless and indemnify City, its officers, agents and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death; damage to personal, real or intellectual property or the environment; contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with the performance of or the failure to perform the Contract by Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not such Liabilities are caused in part by a party indemnified hereunder, or such Liabilities are litigated, settled or reduced to judgment; provided, that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from (i) the sole negligence, or willful misconduct of, or defects in design furnished by City, its agents, servants, or independent contractors who are directly responsible to City (excluding Contractor), or (ii) the active negligence of City.

The existence of any of the insurance policies or coverages described in this Contract shall not affect or limit any of City's rights hereunder, nor shall the limits of such insurance limit Contractor's liability to the City hereunder. The provisions of this section shall survive any expiration or termination of the Contract.

**Insurance:** Contractor shall maintain in full force and effect all of the insurance coverage described in and in accordance with the insurance requirements set forth below. Maintenance of such insurance coverage during the entire performance of the Contract is a material element of the Contract. Failure by Contractor to (i) maintain or renew coverage, (ii) provide notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, if necessary, may be deemed a material breach of the Contract by Contractor, whereas the City shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under the Contract. In the event Contractor retains or utilizes any subcontractors or sub-consultants in performance of the work, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements herein set forth below.

**Insurance Requirements:**

**A. Insurance Policies:** Contractor shall maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with an AM Best rating of no less than A:VI or a rating otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$5 million per occurrence \$5 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include products liability and completed operations coverage which shall continue for a period of three years after acceptance of the work by the City. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance, but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Completed Operations Coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 37 04 13. See endorsements below for other Additional Insured Requirements. Coverage shall not exclude subsidence.
2. Business auto coverage	\$3 million	Coverage at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, non-owned and hired autos.

3.	Workers' compensation and Employer's Liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.
4.	Course of construction/builders' risk	Amount of completed value of project without co-insurance provisions	Required for construction projects over \$3 million. The City shall be named as loss payee.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this Contract, Contractor's insurance coverage shall be primary, and any insurance or self-insurance maintained by City shall be in excess of Contractor's insurance and shall not contribute with it. Endorsements at least as broad as 20 01 04 13 or evidence of policy language will be required in non- ISO CGL policies.
  - b. **The City of Santa Rosa, its officers, agents and employees are to be covered as additional insureds on the CGL policy.** Additional Insured Endorsements at least as broad as 20 10 04 13 or 20 38 04 13 are required.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Contract. The City reserves the right to require complete copies of all required policies and endorsements during the duration of the Contract and for a period of three years following City's acceptance of the work.

**D. Other Insurance Provisions:**

1. No policy required by this Contract shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage. Coverage for an additional insured shall NOT be limited to the insured's vicarious liability. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.
4. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**3-1.18 Contract Execution:** The fully executed Contract, original bonds and insurance certificates and endorsements required under the Contract shall be delivered to the City within ten calendar days of Contractor's receipt of the Notice of Award.

The Engineer will supply Contractor with up to ten sets of the Invitation for Bids and Project Plans. At least one complete set of the Invitation for Bids and Project Plans shall be kept at the construction site in good condition and made available to the Engineer at all times. Additional copies of the Invitation for Bids and Project Plans will be provided by the Engineer at Contractor's cost.

**3-1.19 Bidders' Securities:** Within ten days after the opening of bids, the City will return the bid guarantees to all bidders except the three lowest responsible bidders. The bid guarantees of the three lowest responsible bidders will be retained until the Contract has been fully executed. In the event all bids are rejected, all bid guarantees will be returned to the respective bidders.

**3-1.20 Failure to Execute Contract:** Contractor's failure to deliver to the City the fully executed Contract within ten calendar days of Contractor's receipt of the Notice of Award shall be cause for the cancellation of the award and the forfeiture of the bid guaranty to the City. If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible bidder. The refusal or failure by the second or third lowest responsible bidder to deliver to the City the fully executed Contract within ten calendar days of receipt of the Notice of Award to the respective bidder shall likewise be cause for the cancellation of the award and the forfeiture of the bid guaranty of the respective bidder. In its discretion, the City may then re-advertise the project or construct it by day labor.

**3-1.22 Subcontractors:** The successful bidder shall furnish a list of all subcontractors as required under Sections 2-1.10. The list shall include the name, business address, DIR registration number and the state contractor's license number of each subcontractor on the list and the names of the responsible managing employees whose names appear on the subcontractors' licenses.

## 4 SCOPE OF WORK

**4-1.05 Changes and Extra Work:** All changes to the Contract shall be made by written change order only.

All extra work shall be recorded by Contractor on a daily report signed by both the City and Contractor. The “daily reports” shall thereafter be considered the true record of extra work performed. A copy of the daily reports will be furnished to Contractor. Contractor is directed to Section 9-1.04 of this Invitation for Bids.

**4-1.05C Compensation for Altered Quantities:** Payment and compensation for altered quantities shall not conform to the provisions of Section 9-1.06 of the Standard Specifications, except as modified herein.

### **4-1.07 Value Engineering**

#### **4-1.07B Value Engineering Change Proposal (VECP):**

Contractor may submit a VECP to reduce any of the following:

1. Total cost of construction
2. Construction activity duration
3. Traffic congestion

Before preparing a VECP, meet with the Engineer to discuss:

1. Proposal concept
2. Permit issues
3. Impact on other projects
4. Project impacts, including traffic, schedule, and later stages
5. Peer reviews
6. Overall proposal merits
7. Review times required by the Department and other agencies

The VECP must not impair the project's essential functions or characteristics, including:

1. Service life
2. Operation economy
3. Maintenance ease
4. Desired appearance
5. Design and safety

The VECP must include:

1. Description of the Contract specifications and drawing details for performing the work and the proposed changes
2. Itemization of Contract specifications and plan details that would be changed
3. Detailed cost estimate for performing the work under the existing Contract and under the proposed change; Determine the estimates under section 9-1.04 of the Standard Specifications
4. Deadline for the Engineer to decide on the changes
5. Bid items affected and resulting quantity changes

The Department is not required to consider a VECP. If a VECP is similar to a change in the Project Plans or City Specifications being considered by the Department at the time the proposal is submitted or if the proposal is based on or similar to plans or City Specifications adopted by the Department before Contract award, the Department does not accept the VECP and may make these changes without VECP payments.



If the Department does not approve a Change Order before the deadline stated in the VECP or other date Contractor subsequently stated in writing, the VECP is rejected. The Department does not adjust time or payment for a rejected VECP.

The Department decides whether to accept a VECP and the estimated net construction-cost savings from adopting the VECP or parts of it.

The Department may require Contractor to accept a share of the investigation cost as a condition of reviewing a VECP. After written acceptance, the Department considers the VECP and deducts the agreed cost.

If the Department accepts the VECP or parts of it, the Department issues a Change Order that:

1. Incorporates changes in the Contract necessary to implement the VECP or the parts adopted
2. Includes the Department's acceptance conditions
3. States the estimated net construction-cost savings resulting from the VECP
4. Obligates the Department to pay Contractor 50 percent of the estimated net savings.

In determining the estimated net construction-cost savings, the Department excludes Contractor's VECP preparation cost and the Department's VECP investigation cost, including parts paid by Contractor. If a VECP providing for a reduction in working days is accepted by the Department, 50 percent of the reduction is deducted from the Contract time.

If a VECP providing for a reduction in traffic congestion or avoiding traffic congestion is accepted by the Department, the Department pays 60 percent of the estimated net savings in construction costs attributable to the VECP. Submit detailed traffic handling comparisons between the existing Contract and the proposed change, including estimates of the traffic volumes and congestion.

The Department may apply an accepted VECP for general use on other contracts.

If an accepted VECP is adopted for general use, the Department pays only the contractor who first submitted the VECP and only for the contracts awarded to that contractor before the submission of the accepted VECP.

If the Department does not adopt a general-use VECP, an identical or similar submitted proposal is eligible for acceptance.

## 5 CONTROL OF WORK

**5-1.02 Contract Documents:** In the event of a conflict in any of the Contract Documents, the order of precedence from highest to lowest shall be as follows:

1. Special Provisions
2. City Standards
3. City Specifications
4. Standard Specifications

provided, that in the event of a conflict between any Federal Requirement in Section 10 of these Special Provisions and any other provision in the Contract Documents, the more stringent provision shall control and prevail.

**5-1.05 Order of Work:** The work as shown on the Project Plans and as specified in the Invitation for Bids shall be constructed in a sequence that is satisfactory to and approved by the Engineer.

Contractor shall prepare a work schedule per Section 8-1.02 of the Standard Specifications.

With the exception of trenching, all existing street, street light base, curb and gutter, storm drain, water line, and sewer line work shall be completed before any existing street paving is removed.

Full compensation for the conformance to the requirements of this section is included in the Contract price and no additional allowance will be made to Contractor for this work.

**5-1.17 Character of Workers:** Attention is directed to Section 5-1.17 of the Standard Specifications which states:

“If a worker appears to the Engineer to be incompetent or acts disorderly or improperly, discharge the worker immediately upon request. Do not employ that worker again on the work.”

No additional compensation shall be granted to Contractor in the event City exercises any part of its rights under this section and any and all costs related to such exercise shall be borne by Contractor.

**5-1.20 Cooperation with Other Entities:** Attention is directed to Section 5-1.20 of the Standard Specifications.

Other construction including but not limited to utility, power, and pipe line relocation, may be in progress by other forces within and adjacent to the project area at the same time work is being performed under this Contract by Contractor. Contractor shall coordinate and cooperate with the forces performing other work, to the end that such forces may conduct their operations with as little inconvenience and delay as possible.

Each contractor or other entity performing work at or near the job or material site is responsible to the other for damage to work, persons, or property and for costs due to unnecessary delays.

**5-1.20B(4)(a) Offsite Staging Areas and Construction Yards:** Attention is directed to Santa Rosa City Code section 20-52.040, Temporary Use Permit.

A Temporary Use Permit shall be obtained for any offsite construction yard on private property to be used for any of the following:

1. Stockpiling of equipment and/or materials;

2. Staging of construction;
3. Placement of work trailers or mobile offices;
4. Storage of trench spoils; or
5. Other construction related activities not specifically enumerated above.

**5-1.26 Construction Surveys:** Contractor shall carefully preserve all bench marks, grade stakes, and all other survey markers. In the case of willful or careless destruction, Contractor shall bear the cost of replacing the markers.

Contractor shall contact the Engineer directly for coordination of survey staking. Written staking requests must be submitted at least two working days in advance of the date and time stakes are needed.

**5-1.27A Examination and Audit:** Pursuant to California Government Code section 8546.7, any contract with the City involving expenditures in excess of \$10,000 shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment is made to Contractor by City under this Contract. Any such examination and audit will be confined to those matters connected with the performance of this Contract.

**5-1.30A Inspection:** Contractor shall bear all costs associated with the re-inspection of any defective, rejected or unauthorized work as determined by the Engineer in Engineer's sole discretion. Such costs of re-inspection, including any costs incurred by the City for additional staff time or fees for third-party consultant inspectors, will be deducted from one or more progress payments hereunder.

**5-1.36D(a) Property and Facility Preservation:** Attention is directed to Section 5-1.36 of the Standard Specifications.

At Contractor's sole expense, all fences, gates, landscaping, drainage ditches, sidewalks, irrigation systems, storm drains and any other facilities that are damaged, removed or destroyed because of Contractor's operations, shall be replaced in accordance with City Standards at a minimum and restored to the same or better condition. Concrete surface treatment and score marks shall match adjacent existing concrete improvements.

**5-1.36E Obstructions:** Attention is directed to Section 5-1.36 of the Standard Specifications and to the possible existence of underground gas mains, high voltage lines, telephone ducts, storm drains and water and sewers systems, the locations of which are not shown on the Project Plans. The determination of the location of these facilities and the cost of repair or replacement in the event of damage to such facilities are the sole responsibility of Contractor.

Should Contractor alter any public utility or private improvements to facilitate its operations or for its sole benefit, which alteration would not be otherwise required, Contractor shall make whatever arrangements are necessary with the owner or controlling authorities and shall bear all expenses in connection therewith. Any damages to any public utility or private improvement caused by Contractor shall be repaired by Contractor at its sole expense and to the full satisfaction of the Engineer or the controlling authority.

Any subsurface information and data furnished under any part of this Contract are not intended as a representation or warranty but are furnished for information only. It is expressly understood that the City will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn therefrom by Contractor. The information is made available so that Contractor may have ready access to the same information available to the City and is not part of this Contract.

PRIOR TO STARTING ANY EXCAVATION, CONTRACTOR SHALL (AT LEAST TWO WORKING DAYS IN ADVANCE) CALL UNDERGROUND SERVICE ALERT (USA) toll free at (800) 227-2600

and provide USA with all necessary data relative to the proposed excavation. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m., calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours, and on Saturdays, Sundays and holidays, Contractor shall contact the owner of the affected facility.

Contractor shall coordinate all work with the appropriate City field personnel. When City work forces are required at the job site to perform Contract items of work, Contractor shall give a minimum of two working days advanced notification to the appropriate field office:

Water Division:	(707) 543-4200
Sewer Division:	(707) 543-4200
Street Division:	(707) 543-3880
Survey Division:	(707) 543-3834

**5-1.43 Potential Claims and Dispute Resolution:** "Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under the Contract; (B) Payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (C) Payment of an amount that is disputed by the City.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed, provided, the parties may extend the 45 day time period by mutual agreement.

If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, the Claim shall be deemed rejected in its entirety.

If Contractor disputes the City's written response, or if the City fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall conduct a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the City and Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

## 6 CONTROL OF MATERIALS

**6-2.01G Source of Supply and Quality of Materials:** All materials required to complete the work under the Contract shall be furnished by Contractor and shall be free of hazardous substances.

**6-2.01H General:** Statistical means will not be used by the City for determination of Standard Specification compliance. Whenever both operating range test results and Contract compliance requirements are specified in these special provisions, the operating range requirements shall apply to the individual test results.

**6-2.01I Material Submittals:** Upon award of the Contract by City, Contractor shall submit to the Engineer a list of all materials proposed to be used on this project and any supporting documentation and/or samples required and source of supply.

For material listed on the “Engineer’s List of Approved Items” which is located in the Sewer and Water sections only of the City Standards, the Engineer shall be provided with the name of the manufacturer and model/part number for all material proposed for this project, unless that item has been replaced as shown on the Project Plans or in the Invitation for Bids.

For all other materials used on this project, regardless of the type of work, Contractor shall provide to the Engineer the name of the manufacturer and model/part number along with supporting documentation and/or samples that will allow the Engineer to determine the material’s acceptability.

The Engineer reserves the right to reject any proposed material, whether on the City’s “Engineer’s List of Approved Items” or not. If the City obtains information indicating that a listed item is not performing satisfactorily or is found to be defective, that item will be rejected and Contractor shall submit a replacement for review at no additional cost to the City.

**6-3.01B Material Guarantee:** Before any contract is awarded, the bidder may be required to furnish samples of materials and detailed descriptions of equipment to be used in the construction of the project. The materials samples may be subjected to the tests provided for in the Standard Specifications or in this Invitation for Bids to determine their quality and fitness for the project. The successful bidder shall unconditionally guarantee project materials and workmanship for a period of one year from the date of recording of the Notice of Completion. The guarantee shall cover 100% of all costs of repairs within the one-year period, including all costs of labor, materials, equipment, and incidentals. Except as may be otherwise provided in Section 3-1.05, the successful bidder shall provide a surety bond executed by a corporate surety authorized and admitted to transact a surety business in the state of California in the minimum amount of one-half of the Contract price to cover this guarantee.

**6-2.03D Quality Assurance:** California Test 216 (Relative Compaction) testing will be modified as follows: A mechanical compactor (Ploog Engineering Co. Model M 100 or equivalent) with 10-pound hammer and split compaction molds shall be used in lieu of the specified manual compaction equipment.

California Test 231 (Nuclear Gage Determination of In-Place Density) will be modified as follows: In-place density and relative compaction may be determined on the basis of individual test sites in lieu of the area concept, at the discretion of the Engineer.

### **6-4 Water Utility**

**6-4.01A Construction Water:** All water required for the performance of the work shall be provided by Contractor. Prior to obtaining water from the City’s water system, Contractor shall obtain a Water

Use Permit from the City of Santa Rosa Water Department and rent a hydrant or bridge meter. Contractor is responsible for the cost of all water and the cost of all deposits, permits and fees.

Contractor is prohibited from operating gate valves or fire hydrants on the City system.

The acquisition of water from the City's water system through un-metered hydrants or other facilities is a violation of City ordinance and State law. The use of water from sources other than the City's water system must be approved by the Engineer in advance of the use.

Citations and fines will be levied for violation of these and other utility regulations and deductions will be made from payments consistent with Section 7-1.02A (1) of the Standard Specifications.

**6-4.01B Water Utility Notification:** Contractors or parties requiring work of any kind by the City of Santa Rosa Water Department forces shall request such services a minimum of 48 hours in advance of the time such services are desired. Work requests which will involve the City of Santa Rosa Water Department forces for more than eight hours or an extensive number of City parts shall be requested a minimum of seven calendar days in advance.

If it is necessary to terminate or disrupt utility service to any customer, Contractor shall make the request for such work by City forces an additional 72 hours (three additional working days for a total of five working days advance notice) in advance of the time such services are desired to allow affected customers a minimum of 72 hours' notice. Contractors who fail to keep field appointments will be billed for scheduled City of Santa Rosa Water Department crew standby time which was used and the Contractor shall bear the costs incurred by the City of Santa Rosa's Water Department for re-notification of customers.

City of Santa Rosa Water Department crews work a 9/80 schedule. This schedule may prohibit shutdowns for tie-ins on alternating Fridays. After hours work or weekend work may be performed if prior authorization from the Engineer is obtained.

Other than the hours specified in this Invitation for Bids, requests by Contractor for after hours or weekend work is to be avoided whenever possible. Any overtime costs incurred by City for such work shall be borne by Contractor.

Interruption of utilities service to commercial customers shall be coordinated with the customer to minimize disruption to the enterprise to the greatest extent practicable. After notification by the Contractor of the need, the City of Santa Rosa Water Department will contact all commercial customers and inform Contractor accordingly.

**6-4.01C Water Facility Damage:** All damage caused to the City's water system shall be immediately reported to the Engineer.

Damage caused to the City's water system by Contractor's operations shall be repaired by the Contractor at Contractor's sole expense in a manner satisfactory to the City of Santa Rosa Water Department. Such repairs shall not be charged to the City or any City project. All repair work shall be witnessed and approved by the City of Santa Rosa Water Department prior to backfilling the excavation. The City will require re-excavation if backfilling occurs prior to inspection, which costs shall be borne by Contractor.

Contractor is responsible for, at its sole cost and expense, the repair and remediation of damage to property and facilities caused by any of the following circumstances:

1. Contractor fails to make a written request for a markout or begins excavation without providing the City of Santa Rosa Water Department a reasonable opportunity to mark facilities;

2. Contractor destroys markouts;
3. Contractor fails to perform hand digging or probing for utilities near markouts; or
4. Contractor fails to use reasonable caution, regardless of whether markouts are present or clear. Reasonable caution includes any efforts to avoid damaging existing facilities, such as when excavating in the vicinity of water mains.

City may, in its discretion, opt to make the repairs for which Contractor is responsible with its own forces. In such cases, the repairs will be made at Contractor's expense in accordance with the emergency repair rate schedule of the City of Santa Rosa Water Department. The City may make repairs whenever restoration of service requires extraordinary speed or special equipment. Contractor will be billed accordingly and City shall have the right and option to withhold payment hereunder, or a portion thereof, for any such costs billed but not promptly paid by Contractor.

**6-4.02 Salvage:** All valves, hydrants, and other appurtenances of the water system that are the property of City and removed by Contractor shall be delivered to the City's Municipal Services Center (55 Stony Point Road) unless Contractor has obtained specific written approval from the City of Santa Rosa Water Department to otherwise dispose of the materials.

**6-4.03 Trade Names and Alternatives:** Material and equipment specifications that identify a particular patent, trade name or manufacturer, may be satisfied through substitute materials and equipment accepted by the City. Contractor may offer substitute materials and equipment of equal or better quality to the City. Any such offer shall be made in writing to the Engineer at least four weeks in advance of the time Contractor wishes to order the materials or equipment. Contractor shall include sufficient data which, together with any other information the Engineer may require, will enable the Engineer to determine the acceptability of the materials and equipment. When the substitute materials or equipment necessitate changes to any part of the work, the information shall include drawings and details showing all such changes and Contractor shall perform these changes as a part of any acceptance of substitute materials or equipment. The use of substituted materials and equipment will be permitted only after written acceptance of the materials and equipment by the Engineer. Such acceptance shall not relieve the Contractor from full responsibility for the sufficiency, quality and performance of the substitute materials and equipment.

## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

**7-1.02A (1) Forfeitures for Health and Safety Violations:** Contractor shall comply with all applicable provisions of the Santa Rosa City Code and any failure to do so shall constitute a breach of the Contract. In the event of any violation of the Santa Rosa City Code that may impact public health and safety, including, but not limited to Chapter 17-12, "Storm Water" and Chapter 13-04, "Street Encroachments," City shall have the right to impose a charge against Contractor in an amount equal to \$500.00 per violation per day. Prior to the imposition of any charge hereunder, City shall first provide a written notice to Contractor of the violation and setting forth a reasonable period of time for Contractor to cure the violation(s). In the event Contractor fails to cure any such violation within the time provided, City shall have the right, in addition to all other rights and remedies available to City, to deduct and withhold as a permanent forfeiture by Contractor the appropriate amounts from any payment otherwise due Contractor under this Contract.

**7-1.02K (2) Wages:** Pursuant to Labor Code sections 1770 *et seq.*, each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics. A copy of the schedule of prevailing wage rates can be obtained online at [www.dir.ca.gov](http://www.dir.ca.gov) or from the Department of Transportation and Public Works at 69 Stony Circle, Santa Rosa.

Any laborer or mechanic employed to perform work on the public works project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing wage rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by the worker.

The foregoing specified prevailing wage rates are minimum rates only, and Contractor may pay any wage rate in excess of the applicable rate.

Pursuant to Labor Code Section 1775, Contractor as a penalty to the owner shall forfeit not more than \$200.00 for each calendar day, or a portion thereof, for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

Contractor shall only provide prevailing wage reports upon written request from City.

**7-1.02K (4) Apprentices:** Contractor agrees to comply with Chapter 1, Part 7, Division 2, sections 1777.5 *et seq.* of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice work for each five hours of journeyman work (unless an exception is granted in accordance with Section 1777.5), and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry, or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.



**7-1.02K(6)(a)(1) Notice to Vendors:** Attention is directed to the current OSHA Standards. All equipment, tools and materials which are furnished and/or installed as part of this Contract shall meet or exceed the aforementioned standards in order to be considered acceptable.

**7-1.02K(6)(b) Excavation Safety:** When the digging or excavation occurs during project construction, Contractor shall:

1. Promptly notify City in writing of the following conditions before any such conditions are disturbed:
  - a. Material that Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117 that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
  - b. Subsurface or latent physical conditions at the site differing from those indicated in the Invitation for Bids; and
  - c. Physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the type of work under the Contract.
2. The City will investigate the conditions and will issue a change order under the terms of the Contract if it finds that the conditions warrant it.
3. If a dispute arises between City and Contractor as to whether a change order is warranted, Contractor shall not be excused from any scheduled completion date provided for in the Contract but shall proceed with all work to be performed under the Contract.

**7-1.02K(6)(b)(1) Trench Excavation Safety Plans:** When the estimated cost for the excavation of any trench or trenches five feet or more in depth will exceed \$25,000.00, Contractor shall submit to the Engineer in advance of excavation 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 during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the construction safety orders, or if the trench is anticipated to be greater than 20 feet, the plan shall be prepared by a registered civil or structural engineer.

A permit to do the above described work shall be obtained from the State of California, Division of Industrial Safety. Proof of such permit shall be submitted to the Engineer prior to starting the trench work.

Full compensation for complying with the provisions of this section shall be considered as included in the Contract price and no additional allowance will be made for the work.

**7-1.02K(6)(d) Confined Space Safety:** Any confined space entry for this project, including but not limited to manhole or water storage tank entry, will require a confined space entry permit pursuant to Cal/OSHA regulations as set forth in title 8 California Code of Regulations (CCR) sections 5157 or 5158. Confined space entry shall have the meaning ascribed in title 8 CCR sections 5157 and 5158. For any confined space entry for construction operations regulated by title 8 CCR section 1502, Contractor shall comply with title 8 CCR section 5158, "Other Confined Space Operations." For any other confined space operations, Contractor shall comply with title 8 CCR section 5157, "Permit-Required Confined Spaces."

Attention is directed to the technical specifications in the Special Provisions for information regarding entry to any City maintained confined space. Pursuant to title 8 CCR section 5157, Contractor is required to obtain any available information regarding hazards and operations for any City maintained confined spaces. The City maintained Confined Space Entry Manual is available

for viewing at the City of Santa Rosa Water Department or Transportation and Public Works Department office at 69 Stony Circle, Santa Rosa.

Contractor shall immediately inform the Engineer of any previously unidentified hazards confronted or created during confined space entry.

**7-1.02L (3) Patents and Royalties:** All fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under this Contract shall be paid by Contractor. Contractor and its sureties shall protect and hold harmless City and its officers, agents, and employees from any and all demands made for such fees royalties or claims brought or made by any third party, and before the final payment is made on the account of the Contract, Contractor shall, if requested by City, furnish acceptable proof of a proper release from all such claims and liabilities.

Should Contractor, its officers, agents, or employees, or any one of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the Contract, Contractor shall promptly substitute other articles, materials, or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. In the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, materials, or plans as may be required to be supplied by the Contract, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for City, its officers, agents, and employees, or any one of them to use such invention, article, materials, or appliance without being disturbed or in any way interfered with by any proceeding in law of equity on account thereof. Should Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitutions or City may pay such royalties and secure such licenses and charge Contractor even though final payment under the Contract may have been made.

**7-1.02M (3) Mined Materials:** California Public Contract Code section 20676 prohibits surface mining operators which are subject to the Surface Mining and Reclamation Act of 1975 (SMARA) from selling California mined construction material to the City unless the operator is identified in a list referred as the **3098 List**. The List, which is maintained by the Department of Conservation's Office of Mine Reclamation (OMR), changes throughout the year and can be viewed at the OMR website: [http://www.consrv.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.consrv.ca.gov/OMR/ab_3098_list/index.htm). To confirm whether or not a specific operator is on the List at any given time, Contractor shall call the OMR at (916)323-9198.

**7-1.03A Maintaining Traffic:** Attention is directed to Sections 7-1.04 of the Standard Specifications and to the following modifications thereof.

If construction is within City owned right-of-way, provisions shall be made for the safe passage of public traffic through the work site at all times consistent with the requirements of Santa Rosa City Code Chapter 13-04.

Except for projects to be performed under a minor contract, Contractor shall install and maintain project identification signs at each end of the project or as directed by the Engineer two weeks prior to any construction activity. City shall furnish the appropriate sign panels upon request from Contractor. To mount the sign panels, Contractor shall furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the Engineer. These sign panels shall be returned to the City Corporation Yard at 55 Stony Point Road after completion of the project.

Two weeks prior to any construction activity, advance notice signs for road closures shall be furnished and installed by Contractor at each end of the project and shall remain in place throughout the duration of the subject closure. Details of panel construction and lettering shall be approved by the Engineer.

Contractor shall furnish, install, and maintain at its expense all barricades, signs, lights, and other devices necessary to adequately warn of any obstructions to the traveled and pedestrian way and provide flaggers as necessary for the safety of public traffic and pedestrians and to provide access to property adjacent to the work site and Contractor shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) (ADA) and any regulations and guidelines issued pursuant to the ADA.

Contractor shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) for all items related to traffic within the work site.

Rain and other occurrences that may cause the suspension or delay of the work shall in no way relieve Contractor of its responsibility to provide traffic control and public access through the work site as specified herein. At all times, Contractor shall keep at the work site such materials, forces and equipment as may be necessary to keep roads, streets, and driveways within the work site open to traffic and in good repair and shall expedite the passage of such traffic, using such forces and equipment as may be necessary.

Should Contractor fail, in the opinion of the Engineer, to provide all the materials, forces and equipment necessary to maintain traffic through the work site as set forth herein, City may take steps necessary to remedy any such failure, including but not limited to causing such work to be performed and/or suspending any further work under the Contract. Any such remedial cost and expense incurred by the City, plus an administrative charge of 15%, shall be immediately due and payable by Contractor and may be deducted from any amounts owed to Contractor hereunder. In the event there are insufficient sums owed to Contractor hereunder to cover the foregoing costs and charges, City shall have the right to pursue any other remedy to recover the same, including but not limited to, proceeding against any surety or bond in favor of City. City's rights under Section 7-1.02 are intended to be in addition to and not in lieu of any charges imposed by City against Contractor under Section 7-1.02A (1) above for violations of the Santa Rosa City Code.

Contractor shall be responsible for informing emergency response agencies operating within the area of the work of obstructions to either public or private roads caused by reason of Contractor's operations hereunder.

Contractor shall make provisions for the safe passage of pedestrians around the project work site at all times.

## 8 PROSECUTION AND PROGRESS

**8-1.01A Assignments:** Once awarded, this Contract shall not be transferred, assigned, or sub-contracted, except as herein expressly provided without the prior written consent of the City in the City's sole and absolute discretion. See Section 5-1.12 of the Standard Specifications.

authorized in the Notice to Proceed and shall diligently prosecute the Contract to completion before the expiration of:

### 371 WORKING DAYS

**8-1.05 Time of Completion:** Working days will be counted beginning with the day the Contractor begins work or with the tenth day after the date authorized in the Notice to Proceed, whichever occurs first.

Unless otherwise directed by Engineer, Contractor shall not conduct any activities that generate noise earlier than 8:00 a.m. or later than 5:00 p.m.

**8-1.10 Liquidated Damages:** Contractor hereby agrees that Contractor shall pay to the City liquidated damages for each and every calendar day delay over and above the number of working days prescribed above for finishing the work in the amount shown in Section 8-1.10 of the Standard Specifications.

**8-1.13 Contractor's Control Termination:** Attention is directed to Section 8-1.13 of the Standard Specifications. City may terminate Contractor's control of the work for failure to include the Federal Requirements in Contractor's subcontracts.

**8-1.14. Contract Termination:** Attention is directed to Section 8-1.14 of the Standard Specifications.

## 9 MEASUREMENT AND PAYMENT

**9-1.04 Force Account Work:** All work done on a force account basis shall be recorded daily on report sheets prepared by Contractor and signed by both the Engineer and Contractor. Such reports shall thereafter be considered the true record of force account work performed during the project. Such reports shall be furnished to the Engineer and a copy retained by Contractor.

All extensions of labor, equipment, and material costs shall be completed by Contractor and submitted to the Engineer within 30 days of the completion of the extra work. Completed and extended extra work reports received later than the times herein prescribed may be deemed invalid and rejected without payment at the discretion of the Engineer.

**9-1.07 Payment Adjustments for Price Index Fluctuations:** Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

**9-1.16 Progress Payments:** Once each month for progress pay purposes, the City will prepare a written estimate of the total amount of completed work and accepted materials purchased by Contractor but not installed. The City shall retain five percent of such estimated value of the completed work and the unused materials and pay Contractor the balance after deducting all previous payments and all sums to be retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract or when, in the Engineer's judgment, the total value of the completed work since the last estimate is less than \$500.00. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

After Contract acceptance, the Engineer will prepare a written proposed final estimate of the proposed final quantities of work completed under the Contract and the value of such work and will submit such estimate to Contractor. The City shall retain five percent of such estimated value of the work done and shall pay to Contractor the balance after deducting all amounts to be retained under the provisions of the Contract.

The City may, at its option and at any time, retain out of any amounts due Contractor sums sufficient to cover any unpaid claims of City or others, provided that sworn statements of all non-City claims shall have been filed with the Director of Finance.

**9-1.16E(6) Substitution of Securities for Withheld Amounts:** Pursuant to Public Contract Code section 22300, securities may be substituted for any moneys withheld by City to ensure performance under this Contract, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmer's Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 USC sections 1921 *et seq.*), and where federal regulations or policies or both do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, which shall then pay such moneys to Contractor. The Director of Finance is authorized to execute substitution of securities agreements on behalf of the City. The City will return the securities to Contractor upon satisfactory completion of the Contract as determined by City in its sole discretion and the resolution of all outstanding claims against the securities. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by Contractor and the City, provided that the substituted security is equal to or not less than five percent of the Contract amount.

Security substitutions must be submitted by Contractor and approved by City prior to the time of the first progress payment to be made under the Contract. No other method of substituting securities for retention will be accepted. The security substitution shall be done only upon execution of an agreement satisfactory to City which includes the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of Contractor; and
- c. The procedure for return of securities upon completion of the Contract.

**9-1.17D Final Payment and Claims:** The processing of payment of the final estimate shall not be commenced less than 35 days after the date of recording of the Notice of Completion with the County Recorder's Office. Contractor is advised that it takes approximately ten days for a check to be issued following a request for payment.

Contractor shall submit its written statement of all claims for additional compensation under the Contract to the Engineer within 15 days after submission to Contractor of the proposed final estimate.

If Contractor does not file a claim within the 15-day period, or upon Contractor's approval, the Engineer will issue a final written estimate and the City shall pay to Contractor the entire sum due after deducting all previous payments, if any, and all amounts to be retained under the provisions of the Contract.

If Contractor files a claim within the 15-day period, the Engineer will furnish a semi-final estimate and pay the amount due under the semi-final estimate within 30 days. The semi-final estimate is conclusive as to the amount payable except as may be affected by claims and any amount retained. The Engineer shall then consider and investigate such claim and shall make such revision in the final quantities as the Engineer may find to be due and shall then make and issue a final written estimate. The City will pay the amount due, after deducting all previous payments, if any, and amounts to be retained under the provisions of the Contract.

Any and all prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

**9-1.17D (3) Final Determination of Claims:** Claims filed by Contractor shall be in sufficient detail to enable the Engineer to determine the basis and amount of the Claims. Contractor shall also furnish reasonable documentation to the City to support Claims. If additional information is required by the Engineer, Contractor shall provide such information to the Engineer no later than the 15<sup>th</sup> day after receipt of the written request from the Engineer. If the 15<sup>th</sup> day falls on a weekend, holiday, or day City offices are closed, then the information shall be provided to the Engineer no later than close of the next business day. Failure to submit the requested information to the Engineer within the time specified will be sufficient cause for denying the Claim.

Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated Claim

investigator or auditor shall have access to those records and any other records as may be reasonably required by the Engineer to determine the facts or contentions in each Claim. Failure to grant access to such records shall be sufficient cause for denying the Claims.

**9-1.22 Arbitration:** Any references to Arbitration in the Standard Specifications are deleted in their entirety.

Claims submitted by Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, and the United States False Claims Act, title 31, United States Code sections 3729 *et seq.*, the undersigned,

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

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

\_\_\_\_\_  
(Contractor)

hereby certifies that the claim for additional compensation made herein is supported by a true statement of the actual costs incurred and time expended on this project and is fully documented by records maintained by Contractor.

Dated \_\_\_\_\_

/s/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead expenses, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the City at its discretion.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act and the United States False Claims Act.

## 10 FEDERAL REQUIREMENTS

**10 Federally Funded Projects.** This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Contract Documents, including, without limitation the agreement(s) attached to this Section 10 of these Special Provisions as Exhibit 10-A. Additional Copies of any funding agreement between City and a funding agency or agencies will be made available upon request.

**10.1 Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

- (A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, or national origin. Such action will 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. 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.
- (B) 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, sexual orientation, gender identity, or national origin.
- (C) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (D) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this Section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.



- (E) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
- (F) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (G) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal 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 United States Secretary of Labor, or as otherwise provided by law.
- (H) Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States 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. Contractor will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the City or funding agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**10.2 Davis-Bacon Act.** Contractor will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Contract, Contractor accepts the attached Wage Determination. The current Davis-Bacon Act Wage Determination(s) are included as Exhibit 10-B to Section 10 of these Special Provisions and incorporated by reference as if fully set forth herein.

**10.3 Copeland "Anti-Kickback" Act.** Contractor will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract. Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.

**10.4 Contract Work Hours and Safety Standards Act.** In addition to California state law requirements, Contractor and each Subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29

CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:

- (A) No Contractor or Subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.
- (B) If Contractor or a Subcontractor violates this requirement, Contractor and any responsible Subcontractor will be liable for the unpaid wages. In addition, Contractor and Subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.
- (C) Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.

**10.5 Rights to Inventions.** If the federal funding for this Contract meets the definition of “funding agreement” under 37 CFR § 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency, will apply to this Contract and are fully incorporated into the Contract Documents by this reference.

**10.6 Clean Air Act.** If the Contract is for an amount in excess of \$150,000, Contractor and each Subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

**10.7 Federal Water Pollution Control Act.** If the Contract is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) apply to this Contract and are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency requirements for reporting violations. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

**10.8 Suspension and Debarment.** Contractor is required to verify that neither it, nor its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Contractor did not comply with the applicable subparts, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting its Bid and entering into this Contract, Contractor agrees to comply with these requirements.

- 10.9 Byrd Anti-Lobbying Amendment.** If the Contract is for an amount in excess of \$100,000, Contractor must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient.
- 10.10 Procurement of Recovered Materials.** The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of \$10,000 or more, Contractor will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 10.11 Prohibition on Covered Telecommunications.** Federal loan or grant funds must not be obligated or expended to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as further specified in 2 CFR § 200.216, which is fully incorporated into the Contract Documents by this reference. Covered telecommunications equipment or services includes equipment produced by, services provided by, or services using equipment produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 10.12 Domestic Preferences for Procurements.** As appropriate and to the extent consistent with Laws, the City should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Contract Documents by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for work or products under the federal award.
- 10.13 Compliance with Federal Labor Standard Provisions.** Contractor agrees to comply with the Federal Labor Standards Provisions set forth in HUD-4010,

included with this Section as Exhibit 10-C and incorporated by reference as if fully set forth herein.

**EXHIBITS TO SECTION 10 OF THE SPECIAL PROVISIONS**

- EXHIBIT 10-A: AGREEMENT NO. 17-DRMIT-17003  
Standard Agreement between the Department of Housing and  
Community Development and the City of Santa Rosa (08/23/2021)
- EXHIBIT 10-B: CURRENT DAVIS-BACON ACT WAGE DETERMINATIONS
- EXHIBIT 10-C: HUD-4010 – FEDERAL LABOR STANDARD PROVISIONS

**EXHIBIT 10-A**

*To Section 10 of the SPECIAL PROVISIONS*

**AGREEMENT NO. 17-DRMIT-17003**

**Standard Agreement between the Department of Housing and Community  
Development and the City of Santa Rosa (08/23/2021)**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
ADMINISTRATION AND MANAGEMENT DIVISION**

**Business and Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6928 / FAX (916) 263-6917

[www.hcd.ca.gov](http://www.hcd.ca.gov)



Mr. Sean McGlynn  
City of Santa Rosa  
100 Santa Rosa Avenue  
Room 10  
Santa Rosa, Ca 95404

Dear Mr. McGlynn:

**RE: City of Santa Rosa  
Contract No.: 17-DRMIT-17003**

Congratulations on your 17 Disaster Recovery Infrastructure (DR-Infrastructure) and 17 Mitigation Infrastructure Program (MIT-RIP) allocations. Attached is an electronic copy of the Master Standard Agreement ("Agreement") with Exhibits A through G:

**A. Standard Agreement Contents (STD 213 and Exhibits A through G)**

**STD 213** – Cover page

**Exhibit A** – Authority, Purpose and Scope of Work

**Exhibit B** – Budget Details and Payment Provisions

**Exhibit C\*** – State of California General Terms and Conditions GTC 04/2017  
*\*Exhibit C is now incorporated by reference. Please see form STD 213 for additional information.*

**Exhibit D** – CDBG-DR/CDBG-MIT Terms and Conditions

**Exhibit E** – Special Terms and Conditions

**Exhibit F** – Notice to Proceed

**Exhibit G** – Subrecipient Profile

**B. For expeditious handling, please review, sign, and upload the STD 213 into the Grants Network System. Do not mail or email the signed STD 213. Please follow the instructions below:**

1. Review the entire Standard Agreement, thoroughly, and, if necessary, discuss the requirements with your legal and financial advisors.

2. The person or persons authorized to sign the Standard Agreement by the Authorizing Resolution(s) must provide an **original signature, printed name, title and date, using blue ink**, in the lower left-hand section of the first page of STD213, entitled, "**Subrecipient,**" and/or on page 2 of the STD 213, if applicable.
3. Print and upload the signed STD 213 into the Grants Network System within 30 days from the date of this letter.
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments, thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments ("Authorizing Resolution"). If a) the authorized signatory or designee, as reflected in the Authorizing Resolution, b) the allocated Notice of Interest (NOI) amount, or c) your entity status has changed, you are required to provide to the Department a new resolution, consistent with the terms of the NOI allocation and adopted by your Board.
5. Maintain a complete electronic version of the STD 213 and Exhibits A through G for your pending file. **Note: The Standard Agreement is not effective until it is fully executed by being signed by the Subrecipient's designated official and the Department.**

The Department reserves the right to cancel any pending Agreement in its entirety if not returned within the required 30-day period.

Please contact Caleb Odorfer, Program Manager, Disaster Recovery Section, at [caleb.odorfer@hcd.ca.gov](mailto:caleb.odorfer@hcd.ca.gov), if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,  
Arashpreet Singh



Contracts Analyst  
Business and Contract Services Branch

Enclosures

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>17-DRMIT-17003</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
---	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME  
City of Santa Rosa

2. The term of this Agreement is:

START DATE  
Upon HCD Approval

THROUGH END DATE  
02/28/2026

3. The maximum amount of this Agreement is:  
\$33,988,033.19

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	6
Exhibit C *	State of California General Terms and Conditions	GTC 4/17
+ - Exhibit D	CDBG-DR Terms and Conditions	33
+ - Exhibit E	Special Terms and Conditions	3
+ - Exhibit F	Notice to Proceed	4
+ - Exhibit G	Subrecipient Profile	3

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Santa Rosa

CONTRACTOR BUSINESS ADDRESS 90 Santa Rosa Avenue	CITY Santa Rosa	STATE CA	ZIP 95404
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Jason Nutt	TITLE Assistant City Manager
--	---------------------------------

CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 08/23/2021
---	---------------------------



SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>17-DRMIT-17003</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
---	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME Department of Housing and Community Development				
CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave, Suite 130		CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING <del>Shaun Singh</del> <b>Synthia Rhinehart</b>		TITLE Contract Manager, Business & Contracts Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Synthia Rhinehart</i>		DATE SIGNED <b>10/5/2021</b>		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) "California Department of General Services Exempt per; SCM Vol. 14.04.A.3 (DGS memo dated 6/12/1981)"		

## EXHIBIT A

### **AUTHORITY, PURPOSE AND SCOPE OF WORK**

#### **1. Authority & Purpose**

The California Department of Housing and Community Development (hereinafter "Department") is the lead and responsible entity for administering the Community Development Block Grant – Disaster Recovery (hereinafter "CDBG-DR") program funds and the administering the Community Development Block Grant – Mitigation program funds (hereinafter "CDBG-MIT") appropriated under Public Law 115-123 and allocated to the State of California by the Department of Housing and Urban Development (hereinafter "HUD"). CDBG-DR and CDBG-MIT supports the State of California's recovery needs related to the Federal Emergency Management Agency's Major Disaster Declaration DR-4344 in October 2017 and DR-4353 in December 2017. CDBG-DR Infrastructure Program (hereinafter "DR-Infrastructure ") projects are funded to meet the unmet infrastructure needs of eligible California units of local government. CDBG-MIT Resilient Infrastructure Program (hereinafter "MIT-RIP") projects are funded by CDBG-MIT funds to meet the unmet mitigation infrastructure needs of eligible California units of local government.

#### **2. Scope of Agreement**

##### **A. Grant Funds**

Subject to the terms and conditions of this Master Standard Agreement (hereinafter "Agreement"), the Department has allocated and agrees to provide Grant Funds in the maximum amount identified below to the City of Santa Rosa (hereinafter "Subrecipient") for all Subrecipient Work (defined below) and Project Work (defined below) identified in this Agreement (hereinafter "Subrecipient Allocation"). All payments made to the Subrecipient will adhere to the provisions described in Exhibit B, Section 3 (Method of Payment) herein. In no instance shall the Department be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses. The Subrecipient DR-Infrastructure Allocation is and shall not exceed \$13,835,903.19. The Subrecipient MIT-RIP Allocation is and shall not exceed \$ 20,152,130.00.

This Agreement governs the Subrecipient Allocation and each individual project ("Project") thereafter proposed by the Subrecipient and approved by the Department ("Approved Project"), the budget for each of which is to constitute some portion of the Subrecipient Allocation. The cumulative total amount of all Approved Projects shall not exceed the total amount of the Subrecipient Allocation.

The Department, in conjunction with its internal DR-Infrastructure Review Board and/or internal MIT-RIP Review Board, shall make individual Project application

## EXHIBIT A

approval determinations pursuant to the 2017 DR-Infrastructure and MIT-RIP Policies and Procedures (“DR-Infrastructure and MIT-RIP Policies and Procedures”), HUD guidelines and regulations, subject to the DR-Infrastructure Program requirements to spend 80% of DR-Infrastructure program funds in the HUD Identified Most Impacted and Distressed areas (MID) and 70% of grant-wide funds for Low- to Moderate Income (LMI) benefit. Applications may be approved, conditioned, or denied in the sole discretion of the Department. If the Subrecipient disagrees with the Department’s decision with respect to its application, the Subrecipient may elect to file an appeal of that decision in accordance with the Project selection appeals process detailed in Section 3.1.11 of the DR-Infrastructure and MIT-RIP Policies and Procedures.

The Department, in conjunction with its internal MIT-RIP Review Board, shall make individual Project application approval determinations pursuant to the DR-Infrastructure and MIT-RIP Policies and Procedures, HUD guidelines and regulations, subject to the MIT-RIP requirements to spend 50% of MIT-RIP funds to the benefit of the MID, 50% of MIT-RIP program funds to be spent in the MID, and 50% of grant-wide funds for LMI benefit, or waivers and/or alternative requirements from HUD (along with any required and approved Action Plan Amendments). Applications may be approved, conditioned, or denied in the sole discretion of the Department. If the Subrecipient disagrees with the Department’s decision with respect to its application, the Subrecipient may elect to file an appeal of that decision in accordance with the Project selection appeals process detailed in Section 3.1.11 of the DR-Infrastructure and MIT-RIP Policies and Procedures.

### **B. Implementation of Agreement**

By entering into this Agreement and thereby accepting the Subrecipient Allocation of Grant Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the Department and HUD and consistent with all applicable guidelines and standards that may be required from time to time as a condition of the Department providing the Grant Funds, including but not limited to, all applicable CDBG-DR and/or CDBG-MIT Program administration and compliance requirements set forth by this Agreement, and in accordance with the due diligence documentation previously provided by the Subrecipient and made a part hereof. The Department’s providing of Grant Funds under this Agreement is specifically conditioned on Subrecipient’s compliance with this provision and all other terms and conditions of this Agreement, the Notice to Proceed (defined below), the most recently published version of the DR-Infrastructure and MIT-RIP Policies and Procedures, the Department’s CDBG-DR Action Plan for 2017 disasters and any amendments thereto, the Department’s CDBG-MIT Action Plan for 2017 disasters and any

## EXHIBIT A

amendments thereto, related Federal Register notices, and the requirements of the authorities cited above, as all of the same may be amended from time to time.

This Agreement is subject to written modification and termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

### 3. **Subrecipient Scope of Work**

The Subrecipient scope of work (hereinafter “Subrecipient Work”) for this Agreement shall consist of the Subrecipient submitting individual Project applications to the Department and managing Approved Projects through the lifecycle of the grant, as outlined in the exhibits of this Agreement and the DR-Infrastructure and MIT-RIP Policies and Procedures. The obligations undertaken by the Subrecipient include, but are not limited to, the obligation to comply with all local, state, and federal laws, regulations, and grant requirements.

- A. Subrecipient shall collect data and submit reports to the Department in accordance with the reporting requirements detailed in section 23 of Exhibit D herein.
- B. Subrecipient shall meet all Project milestones, project-specific special conditions, budgetary and otherwise, and other requirements, as may be set forth in the Notice to Proceed (hereinafter “NTP”) of Exhibit F for each Approved Project.
- C. Subrecipient shall comply with all Project closeout procedures, timely and accurately, including responding to the Department’s requests for additional information in support of Project closeout in reasonable timeframe.
- D. Subrecipient shall submit requests for reimbursement to the Department no less frequently than quarterly and no more frequently than monthly with end-of-quarter reimbursement requests being due to the Department by the 10<sup>th</sup> calendar day of the month following the end of the preceding quarter. For purposes of this provision, the first full month following the effective date of this Agreement shall constitute the first month of the first quarter.

### 4. **Other Funding Sources**

- A. **Other Funding Sources:** All other sources of funding required to complete the Approved Project must be identified, committed, and documented prior to, and as a condition of, the Department’s issuance of the NTP. If at any time, those identified and secured sources change, the Subrecipient must notify the

## EXHIBIT A

Department within 10 days of the Subrecipient's knowledge that funding sources are changing. The terms and conditions of all financing shall be subject to the Department's review and approval. The Department reserves the right to re-review a Project application at any time in the event there is a change in the amount of, or the material terms and conditions of, any third-party funding for the Project.

### 5. **Effective Date and Commencement of Work**

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213 (the "Effective Date").
- B. Subrecipient agrees that no choice-limiting actions toward the implementation of the Submitted Project(s) shall commence, nor shall any costs be paid with CDBG-DR and/or CDBG-MIT funds incurred or obligated by any party, without prior authorization from the Department via a NTP and prior to the execution of this Agreement by the Department. Additionally, for public facility-related activities, proof of the recorded DR-Infrastructure Regulatory Agreement and/or MIT-RIP Regulatory Agreement must be submitted to and accepted by the Department prior to the start of construction on an Approved Project. Details on the Regulatory Agreement will be included in the NTP. Notwithstanding the foregoing, there are two circumstances when costs may be incurred prior to the execution of this Agreement. First, Activity Delivery expenses for environmental compliance work for intended Project Applications may be incurred prior to the execution of this Agreement provided that such expenses are eligible and are supported by documentation satisfactory to the Department. Second, with Program Manager or Section Chief written approval, other costs may also be incurred prior to the execution of this Agreement, such as the cost of procuring consultants and architectural, engineering and other professional services required to prepare plans, drawings, specifications, or work write ups that are incurred not more than 24 months prior to the Approved Project being set up in DRGR, provided these procurements are conducted in a manner consistent with 2 CFR 200.317 – 200.326, "Procurement Standards".

### 6. **Term of Agreement and Performance Milestones**

- A. Term of Agreement: With the exception of the grant closeout procedures set forth in Exhibit B, Section 6, the Subrecipient shall complete all Approved Project activities on or before the expenditure deadline identified on the STD 213 of this Agreement and identified below. Time is of the essence in order to ensure complete and compliant Projects before grant closeout. Failure by Subrecipient to complete all such activities before the expenditure deadline may result in the

## EXHIBIT A

Department recapturing some or all of the Subrecipient Allocation from Subrecipient.

All Project applications must be submitted to and received by the Department by: **12/31/2021**. Upon review and approval or rejection of all Project applications, the Department reserves the right to reallocate unobligated Grant Funds within the DR-Infrastructure program and/or MIT-Resilient Infrastructure Program, in its sole and absolute discretion.

All Grant Funds must be expended by: **August 31, 2025, unless expressly extended by the Department in writing.**

This Agreement will expire on: **February 28, 2026, unless expressly extended by the Department in writing.**

These deadlines apply to both the DR-Infrastructure program and MIT-RIP.

- B. Performance Milestones: Subrecipient shall adhere to the performance milestones below. Time is of the essence with respect to all such milestones.
1. Subrecipient must submit all Project applications to the Department by the deadline identified in the then applicable DR-Infrastructure and MIT-RIP Policies and Procedures.
  2. Subrecipient must complete all design and engineering within two years of the Effective Date of this Agreement.
  3. Subrecipient must initiate construction, reconstruction, acquisition, or rehabilitation on all Approved Projects awarded DR-Infrastructure and/or MIT-RIP funding within three years of execution of this Agreement.
  4. Subrecipient must fully obligate all DR-Infrastructure and/or MIT-RIP Project funds within four years of execution of this Agreement. If Subrecipient fails to fully obligate DR-Infrastructure and/or MIT-RIP Project funds within four years of execution of this Agreement, the Department reserves the right to deobligate, recapture, and/or reallocate the Subrecipient's allocation amount in this Agreement by the amount then unobligated.

Failure to meet performance milestones:

If any performance milestones listed above are not timely met by Subrecipient as required, the Department reserves the right to withhold further payments

## EXHIBIT A

(including, but not limited to, activity delivery fees) on one or more projects to Subrecipient until such time as satisfactory progress is made toward meeting the performance measures. Subrecipient shall diligently work with DR-Infrastructure and/or MIT-RIP staff to submit: (a) a written mitigation plan specifying the reason for the delay; (b) the actions to be taken to complete the task that is the subject of the missed measure deadline; and (c) the date by which the completion of said task will occur.

The Department, in its sole and absolute discretion, reserves the right to reallocate unobligated Grant Funds within the DR-Infrastructure program and MIT-RIP Program if the Department determines the Subrecipient is unable to meet the performance milestones in a timely manner following a failure of Subrecipient to meet any milestone(s). The Department reserves all rights and remedies available to it in case of a default by Subrecipient of its responsibilities and obligations under the terms of this Agreement. All remedies available to the Department are cumulative and not exclusive.

- C. The Subrecipient and its Contractors, as applicable, shall adhere to all performance and Project milestones as established above and in each Approved Project NTP.

Upon review and approval of a Project application, the Department will issue a NTP to obligate activity funds to an Approved Project. The NTP will include the Project description and Project-specific scope of work (hereinafter "Project Work"), time of performance, Project budget, Project-specific special conditions, and Project performance measures, and shall be implemented through this Agreement and subject to the terms and conditions thereof. For each Approved Project, that Project's application, supporting materials and the NTP are thereafter automatically incorporated into this Agreement as its own separate addendum hereto, uniquely identified for ease of monitoring and compliance purposes.

The Department reserves the right to monitor and approve all Subrecipient Work and Project Work in relation to this Agreement and the NTP(s). Any revisions to the Subrecipient Work and/or Project Work which the Department believes are substantial in nature may require a re-review of the affected Approved Project by the DR-Infrastructure Review Board and/or MIT-RIP Review Board and its subsequent approval thereof. Requests for substantial revisions to the Subrecipient Work and/or Project Work must be submitted in writing for review and approval by the Department in its discretion. Any approval shall not be presumed unless such approval is made by the Department in writing.

### **7. Notice to Proceed Revisions**

17-DRMIT-17003  
NOI Date: 11/02/2020  
Approved Date: 4/13/2021  
Prep. Date: 05/11/2021

## EXHIBIT A

- A. Adjustments to the Subrecipient Work and/or Project Work that do not require an increase or reduction of Project scope or a change in the type and/or number of beneficiaries assisted may be completed as a Notice to Proceed revision ("NTP Revision"). NTP Revisions may include, but are not limited to:
1. Adjustments that itemize the Subrecipient Work and/or Project Work, revise milestone deadlines, change the Subrecipient Work and/or Project Work in a manner that does not change the overall budget, National Objective, expenditures in the MID, and type and count of estimated beneficiaries.
  2. Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.
- B. NTP Revisions must be approved by the Department in writing prior to implementation by Subrecipient. Approval shall be provided either through Grants Network, or in writing, as determined by the Department. The Department reserves the right to monitor and approve all Subrecipient Work and/or Project Work in relation to this Agreement and the NTP, as modified by any NTP Revisions. NTP Revisions shall be automatically incorporated into this Agreement.

### **8. DR-Infrastructure Program and MIT-RIP Contract Management**

- A. Department Contract Manager: The Department Contract Manager for this Agreement is the DR-Infrastructure Program and/or MIT-RIP Manager or its designee. Written communication regarding this Agreement shall be directed to the Department Contract Manager at the following address:
- CA Department of Housing and Community Development  
Division of Federal Financial Assistance - DR-Infrastructure Program/ MIT-RIP  
Suite 200  
P.O. Box 952054  
Sacramento, CA 94252-2054
- B. Contract Management: Day-to-day administration of this Agreement shall take place via Grants Network, including but not limited to:
1. Financial Reports (Funds Requests)
  2. Activity Reports
  3. Other Reports, as required
  4. Submittal of any and all requested supporting documentation



**EXHIBIT A**

5. NTP Issuance and Revisions
  6. Master Standard Agreement Issuance and Amendments
- C. Subrecipient Contract Administrator: The Subrecipient Contract Administrator (must be a Subrecipient employee) is identified in Exhibit G, Profile. Unless otherwise directed by the Department, any notice, report, or other communication required by this Agreement shall be directed via Grants Network or written to the Subrecipient's Contract Administrator at the contact information identified in Exhibit G, Profile.

## EXHIBIT B

### **BUDGET DETAILS AND PAYMENT PROVISIONS**

#### **1. Availability of Funds**

The Department's provision of funding to Subrecipient pursuant to this Agreement is contingent on the availability of CDBG-DR funds and/or CDBG-MIT funds and continued federal and state authorization for CDBG-DR activities and CDBG-MIT activities and is subject to amendment or termination due to lack of funds or authorization. Availability of CDBG-DR funds is subject to the HUD requirement to spend 80% of DR program funds in the MID and 70% of grant-wide DR funds for LMI benefit, unless HUD issues waivers and/or alternative requirements (along with any required and approved Action Plan Amendments). Availability of CDBG-MIT funds is subject to the HUD requirement to spend 50% of MIT-RIP funds to the benefit of the MID, 50% of MIT-RIP program funds to be spent in the MID, and 50% of grant-wide funds for LMI benefit, unless HUD issues waivers and/or alternative requirements (along with any required and approved Action Plan Amendments).

The Department shall be relieved of any obligation for making payments to the Subrecipient if funds allocated to the State of California by HUD cease to be available for any reason or there is any limitation on, or withdrawal of, the Department's authority to administer the CDBG-DR program or any portion thereof.

#### **2. Expenditure of Funds**

A. No Activity costs may be incurred, funds reimbursed, or choice-limiting actions taken until and unless Subrecipient provides documented compliance with the National Environmental Protection Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq. and California Environmental Quality Act (CEQA); California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 – 15387.

Activity Delivery costs may be incurred prior to documented NEPA and CEQA compliance. See Section 3(A)(3) below for reimbursement requirements of Activity Delivery costs.

B. Priority of Use of Funds

The Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Subrecipient must disburse funds available to the Approved Project from, among other sources, Subrecipient funding, third-party loans or grants, contract settlements, audit recoveries, insurance and condemnation proceeds and interest earned on such funds before requesting or receiving Grant Funds.

## EXHIBIT B

### C. Withholding Funds

The Department reserves the right to withhold payments pending timely delivery of program and project reports or documents as may be required under this Agreement, and for defaults by the Subrecipient, as noted in Exhibit D.

### D. Deobligation of Funds

The Subrecipient agrees that Grant Funds determined by the Department to be surplus upon completion of an Approved Project(s) will be subject to deobligation (i.e., removed from the Subrecipient Allocation amount in this Agreement) and/or reallocation by the Department. Subrecipient also agrees that if funds are not obligated to Approved Projects by milestones outlined in Section 6 of Exhibit A and/or in one or more project specific NTP of Exhibit F, the remaining funds will be subject to deobligation and/or reallocation by the Department.

### E. Indirect Costs

The Department will only consider reimbursement of indirect cost expenditures from Subrecipients that have an approved Indirect Cost Rate Proposal from the Department, HUD or other cognizant federal agency. If Subrecipient does not have an approved Indirect Cost Rate Proposal, Subrecipient shall develop a proposal for determining the appropriate CDBG-DR share of indirect costs and shall submit it to the Department for approval prior to submission of Financial Reports for reimbursement of indirect cost expenditures.

### F. Compliance with the OMB Uniform Guidance Audit Requirements

Grant Funds will not be disbursed to any Subrecipients identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the OMB Uniform Guidance and 2 CFR Part 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Guidance is demonstrated to the satisfaction of the Department.

### G. Grant Administration

The Subrecipient agrees to administer this Agreement in accordance with the provisions of Section 7097 through and including Section 7126 of Title 25 of the California Code of Regulations.

## 3. Method of Payment

Payments will be made directly to Subrecipients as reimbursements based on the

## EXHIBIT B

documented and satisfactory completion of agreed upon milestones detailed in Subrecipient Work and/or Project Work, identified in Exhibit A, and detailed in each Approved Project NTP incorporated in Exhibit F, and confirmation of Subrecipient's compliance with the terms of this Agreement. No advance payments will be allowed to Subrecipients.

Financial Reports shall be submitted by Subrecipient electronically through Grants Network. The Department shall not authorize payments or reimbursements unless it has determined the activities indicated in the Financial Report have been performed in compliance with the terms of this Agreement and any other agreements executed by the parties in connection herewith, as well as all applicable Program requirements. Financial Reports must be for a minimum of \$1,000, except for the final Financial Report, which must be marked "Final". Financial Reports shall be submitted by the Subrecipient to the Department no less frequently than quarterly and no more frequently than monthly.

### A. Reimbursements for Costs Incurred

1. The Subrecipient may use Grant Funds for reimbursement by the Department of Eligible Expenses as defined herein, applied to Projects approved by the Department through the application and NTP processes described in Exhibit A and the DR-Infrastructure and MIT-RIP Policies and Procedures. Eligible Expenses include, but are not limited to, costs associated with Subrecipient program implementation including staff time and environmental reviews for Approved Projects, architectural and engineering design, permitting fees, and Approved Project costs for Eligible Infrastructure Activities as determined by the DR-Infrastructure and MIT-RIP Policies and Procedures.
2. The Department will retain 5% of all DR-Infrastructure or MIT-RIP payments for activity delivery costs. The Department shall release to Subrecipient all amounts retained to date following the Department's acceptance and approval of all required closeout documents identified in Section 6 herein.
3. Approved Project Financial Reports for construction shall be made on the actual expenses of eligible DR-Infrastructure and MIT-RIP activities as determined by the DR-Infrastructure and MIT-RIP Policies and Procedures, respectively.
4. Activity Delivery Financial Reports shall be paid only after such costs are expended for Subrecipient Work and/or Project Work completed, provided the Department determines that the Program Performance Milestones in

## EXHIBIT B

this Agreement and/or Approved Project Performance Milestones in the NTP are on track. Subrecipient may expend up to the indicated Activity Delivery amount as identified in the final, executed NTP, a sample of which is attached as Exhibit F hereto.

5. To receive reimbursement for Approved Project activities, the Subrecipient shall timely submit all required Department forms via Grants Network. Financial Reports must include the level of documentation specified by the Department in the Department's Grant Administration Manual located on the Department's website, in order to be reviewed and processed.

### B. Final Financial Reports

1. The final Financial Report for the Subrecipient Allocation must be submitted to the Department before the expenditure deadline of this Agreement.
2. If the final Financial Report for costs expended during the term of this Agreement has not been received by the Department before the expenditure deadline, the Department may recapture any funds remaining in which case such Grant Funds will no longer be available to the Subrecipient.

## 4. Recapture of Funds

A Subrecipient may be required to repay all or a portion of the funds received from the Department, including Activity Delivery, pursuant to this Agreement. The reasons for a recapture of funds by the Department include, but are not limited to, the following:

- A. The Subrecipient does not comply with the terms of this Agreement or any agreement executed by the Subrecipient and the Department in connection herewith or any Program rules, guidelines, policies, or procedures.
- B. The Subrecipient withdraws voluntarily from the Program prior to completion of the Approved Project(s).
- C. The Subrecipient fails to meet a National Objective for any Approved Project.
- D. The taking of any action, or the failure to take any required action, by Subrecipient which results in HUD requiring the Department to repay, directly or indirectly, all or any portion of any Grant Funds provided to Subrecipient under this Agreement, regardless of when such action or failure to act occurred or when HUD demands repayment from the Department.

## EXHIBIT B

The potential recapture of funds pursuant to this provision is in addition to, and not in lieu of, any other rights and remedies of the Department under this Agreement, and Subrecipient's obligations under this provision shall survive the completion and closeout of the Approved Project(s) and/or the expiration of this Agreement.

### 5. **Project Budget Revisions and Amendments**

Budget line item adjustments may be made in accordance with the following:

- A. Project Budget Revisions: Adjustments to the Approved Project budget that do not require an increase or reduction of the total Approved Project budget, a change in National Objective, a change in project service location if the Approved Project service location is in a MID area, a change in Program Priority Level below its current Priority Level, a change in the NTP, or a change in the type and/or count of estimated beneficiaries assisted, may be completed as a Project budget revision. Project budget revisions shall include but not be limited to:
- 1) Adjustments that reallocate funds between budget line items, but that otherwise do not change the total allocation amount, the Project Work, the National Objective, the project service location to a non-MID area, the Program Priority Level and type and count of estimated beneficiaries.
  - 2) Adjustments that increase or decrease the detail included in the submitted budget, including adding and removing budget line items, without increasing or decreasing the Project Work and without changing the total allocation amount.

Project budget revisions must be submitted through Grants Network and subsequently approved by the Department prior to implementation. Approval shall be provided through Grants Network.

- B. Agreement Budget Revisions: Adjustments to the Subrecipient Allocation that result in an increased or a reduced total allocation amount shall require an Agreement amendment. Agreement amendments must be fully executed by both the Subrecipient and the Department in Grants Network prior to implementation.

### 6. **Project Closeout Procedures**

The Subrecipient must submit the following to the Department within 90 days of the completion of each Approved Project.

## EXHIBIT B

- 1) A Final Activity Report (Project Completion Report) that includes all required reporting data for the Approved Project, including but not limited to, eligible activities, costs, beneficiaries, and National Objective compliance.
- 2) A recorded Notice of Completion.
- 3) Relocation Report: A relocation report is required for those Approved Projects where relocation activities were undertaken pursuant to a Residential Anti-displacement and Relocation Assistance Plan (RARAP) (Section 2.3.21 of the DR-Infrastructure and MIT-RIP Policies and Procedures).
- 4) Final Labor Standards Report as described in Exhibit D(23)(A)(3) herein.
- 5) Evidence, satisfactory to the Department, of Subrecipient's compliance with any other special conditions of this Agreement; and,
- 6) A resolution from the governing body acknowledging the accomplishments of the Approved Project and confirming that the Approved Project is complete and that all Financial Reports have been timely processed and reimbursed.

Upon receipt of the above documentation, the Department will close the NTP and finalize the activity in Disaster Recovery Grant Reporting (DRGR) system for final reporting to HUD.

### 7. **Document Retention Policy**

Subrecipient shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Subrecipient that the grant agreement between HUD and the State of California has been closed.

## EXHIBIT D

### **CDBG-DR and CDBG-MIT TERMS AND CONDITIONS**

#### **1. Definitions**

Activity Funds – means any eligible, reasonable, and necessary costs that are directly related to labor and/or direct construction and/or direct Project implementation costs which will meet a national objective as defined in 42 U.S.C. 5304(b)(3), as amended and 24 CFR 570.483.

Activity Delivery Funds - means any eligible, reasonable, and necessary costs for the implementation, management or oversight of a Project.

Activity Reports – Reports submitted by the Subrecipient that describe Approved Project progress and/or beneficiaries served during a given reporting period.

Approved Project – A Project that has been submitted to the Department and reviewed and approved with a Notice to Proceed to fund with the Subrecipient Allocation by the Department.

Area Median Income (AMI) - means the median family income for specific geographic areas, adjusted for household size, as calculated by HUD, and published annually by the Department at <https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.

California Environmental Quality Act (CEQA) - The California statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

Contractor - a properly licensed person or company who is procured competitively that Subrecipients hire to undertake a contract to provide materials or labor to perform a service or do a job for a Project.

Department – means the California Department of Housing and Community Development.

Disaster Recovery Grant Reporting System (DRGR) – The electronic system primarily used by the Department to access Grant Funds from HUD and report performance accomplishments for grant-funded activities to HUD. The DRGR system is used by HUD to review grant-funded activities, prepare reports to Congress and other interested parties, and monitor program compliance.

Duplication of Benefits (DOB) - Financial assistance received from another source that is provided for the same purpose as the CDBG-DR and/or CDBG-MIT funds, in



## EXHIBIT D

accordance with Federal Register Notices 84 FR 28836 and 84 FR 28848.

**Eligible Expenses** – Those necessary and reasonable costs under 2 CFR 200.400 through 475, and applicable notices and waivers, and as identified in the DR-Infrastructure and MIT-RIP Policies and Procedures Manual, and as approved by the Department via a Notice to Proceed. Eligible Expenses do not include any costs which are disallowed or otherwise deemed ineligible by the State of California and/or HUD.

**Financial Reports (Funds Requests)** - the forms and processes required for a Subrecipient to request the drawdown of Grant Funds.

**Grant Funds** – The CDBG-DR and CDBG-MIT funds allocated to the Subrecipient for the implementation of the DR-Infrastructure and MIT-RIP programs and eligible, Approved Projects. Grant Funds include Activity Funds and Activity Delivery Funds.

**Household** - One or more persons occupying a housing unit.

**HUD** – The United States Department of Housing and Urban Development.

**Indirect Costs** - means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs. Indirect cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

**Indirect Cost Rate Proposal** - means the documentation prepared by a governmental unit or subdivision thereof to substantiate its request for the establishment of an indirect cost rate as further defined in 2 CFR 200.56 and 2 CFR 200.57.

**Infrastructure** – means an infrastructure repair which is an eligible activity according to 42 USC 5305(a)(2), which authorizes the acquisition, construction, reconstruction, or installation (including design features and improvements with respect to such construction, reconstruction, or installation that promote energy efficiency) of public works, facilities (except for buildings for the general conduct of government), and site or other improvements.

**Low- and Moderate- Income (LMI)** – Low- and moderate-income people are those having incomes not more than the “moderate-income” level (80% Area Median Family Income) set by the federal government for the HUD-assisted housing programs. This income standard changes from year to year and varies by household size, county and the metropolitan statistical area.

**Master Standard Agreement (“Agreement”)** – The contractual arrangement between the

## EXHIBIT D

Department and the Subrecipient which sets forth the terms and conditions by which CDBG-DR and/or CDBG-MIT funds must be utilized with regards to Approved Projects.

National Environmental Policy Act (NEPA) – The federal law and associated regulations which establishes a broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider environmental and related social and economic effect prior to undertaking any proposed action. All HUD-assisted projects are required to undergo an environmental review.

Notice to Proceed (NTP) – The NTP is a binding document, approved as to form as a component of the Agreement, that amends the allocation agreement between the Subrecipient and the Department by committing funds to a specific Project. A fully executed NTP is required for each Approved Project, and no work may be commenced, costs or expenses incurred, nor choice-limiting action(s) taken by Subrecipient prior to the execution of the NTP. The NTP includes, among other things, various Project details, including but not limited to the following: a description of the Approved Project and the permitted uses of program funds; the Approved Project budget and sources and uses of funds and financing; the approved schedule of the Project; the deadlines for the commencement and completion of construction or rehabilitation work; Performance milestones; Performance penalties; and any special conditions applicable to the Approved Project.

Project – Per 49 CFR 24.2(a)(22), project means any activity or series of activities undertaken by a Federal Agency or with Federal financial assistance received or anticipated in any phase of an undertaking in accordance with the Federal funding Agency guidelines. See DR-Infrastructure and MIT-RIP Policies and Procedures Section 1.2.

Subrecipient – A unit of local government receiving a direct allocation of Grant Funds from the Department for the purpose of funding Approved Projects to be carried out by the Subrecipient.

Subrecipient Allocation – The amount of Grant Funds allocated to the Subrecipient for Project Work.

Subrecipient Work – the scope of work required of the Subrecipient as set forth in section 3 of Exhibit A, and the scope of work required of an Approved Project(s) as set forth in its Notice(s) to Proceed.

Urgent Need - The Urgent Need National Objective requires that the project is designed to meet community development needs having a particular urgency. In the absence of substantial evidence to the contrary, a project is considered to address this National Objective if the design of the project is certified to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the Subrecipient is unable to

## EXHIBIT D

finance the activity on its own, and that other sources of funding are not available. A condition is generally considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the Subrecipient.

Urgent Need Mitigation -- UD has created a new National Objective - Urgent Need Mitigation (UNM) for CDBG-MIT programs. This National Objective provides a better fit for CDBG-MIT activities that aim to address risks that do not tie back to the disaster events of the 2017 CDBG-DR funding, or subsequent disasters.

Projects using the UNM national objective must provide documentation that demonstrates a measurable and verifiable impact on reducing risks at the completion of the activity UNM projects must:

- Address the current and future risks as identified in the Mitigation Needs Assessment; and
- Result in a measurable and verifiable reduction in the risk of loss of life and property.

### 2. National Objectives

All DR-Infrastructure Projects approved under this Agreement must be eligible and as a CDBG-DR funded activity must meet a National Objective as required under 24 CFR 570.200(a)(2). Under section 101(c) of the authorizing Act (42 U.S.C. 5301) the CDBG program must ensure that the funded activity meets one of the named national objectives. The two qualifying national objectives are:

- Benefiting low- and moderate-income persons (LMI); and
- Meeting an Urgent Need.

Upon completion of the Approved Project(s) funded under this Agreement and prior to the funding expenditure deadline of this Agreement, the Subrecipient must document that the Approved Project(s) met either the LMI National Objective or the Urgent Need National Objective. The Department shall review the actual National Objective achievements of the Subrecipient.

All MIT-RIP Projects approved under this Agreement must be eligible and as a CDBG-MIT funded activity must meet a National Objective as required under 24 CFR 570.200(a)(2). Under section 101(c) of the authorizing Act (42 U.S.C. 5301) the CDBG program must ensure that the funded activity meets one of the named national objectives. The two qualifying national objectives are:

- Benefiting low- and moderate-income persons (LMI); and
- Meeting an urgent need mitigation.

Upon completion of the Approved Project(s) funded under this Agreement and prior to the funding expenditure deadline of this Agreement, the Subrecipient must document that the Approved Project(s) met either the LMI National Objective or the Urgent Need

## EXHIBIT D

Mitigation National Objective. The Department shall review the actual National Objective achievements of the Subrecipient.

### 3. **Duplication of Benefits**

A Duplication of Benefits (DOB) occurs when a program beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that DR-Infrastructure and MIT-RIP provides assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Subrecipient must report all funds obtained for the activity from any source from the date of the disaster until the Project is completed.

Additionally, the Department, in coordination with the Subrecipient, will perform a check for DOB prior to issuing a Notice to Proceed to ensure that duplicative assistance is not provided for the Project. The Department also reserves the right to require that the Subrecipient perform additional DOB checks throughout the course of the Approved Project's period/performance, up to and through the closeout of each Approved Project, to ensure there is no duplicative assistance throughout the course of the Approved Project. Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. Sections 287, 1001, and 31 U.S.C. Section 3729.

The Subrecipient agrees to repay to the Department any assistance later received for the same purpose as the CDBG-DR and/or CDBG-MIT funds and that exceeds the total need for the particular recovery purpose. The obligations of Subrecipient to repay the Department for any Duplication of Benefit shall survive the completion of the Approved Project(s) and the expiration or earlier termination of this Agreement.

### 4. **Remedies and Termination for Noncompliance; Appeals**

**Remedies for Noncompliance:** In addition to any other rights and remedies the Department may have under this Agreement, at law, or in equity, the Department may initiate remedies for noncompliance as identified in 2 CFR 200.338-.339 at any time it has been determined that the Subrecipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination. Such remedies for noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a state plan or application, an NTP, or elsewhere may include, as appropriate:

A. Temporarily withhold cash payments pending correction of the deficiency by the  
17-DRMIT-17003  
NOI Date: 11/02/2020  
Approved Date: 4/13/2021  
Prep Date: 05/11/2021

## EXHIBIT D

Subrecipient.

- B. Disallow all or part of the cost of the action not in compliance.
- C. Wholly or partly suspend or terminate the Subrecipient's Allocation of Grant Funds.
- D. Withhold further and/or future awards for CDBG-DR and/or CDBG-MIT funds and/or any other funds administered by the Department.
- E. Request that the Federal Awarding Agency initiate suspension or debarment proceedings.
- F. Take other remedies that may be legally available, such as:
  - 1) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed and/or paid to the Subrecipient, including Activity Delivery Funds, as appropriate.
  - 2) In the case of Duplication of Benefits, require repayment of all CDBG-DR and/or CDBG-MIT funds reimbursed and/or paid to the Subrecipient where other financial assistance was received for the same purpose or in excess of the need.

In taking an action to remedy noncompliance, the Department will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341. Such appeal shall be governed by, and conducted in accordance with, the appeal processes and procedures set forth in section 4 of this Exhibit.

- G. Effects of Suspension and Termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's Contractors during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. The enforcement remedies identified in this Section do not preclude a Subrecipient or any of the Subrecipient's Contractors from being subject to 2 CFR Part 2424. CDBG-DR and/or CDBG-MIT funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l) and 2 CFR 200.338-200.339.
- H. The remedies available to the Department under this Agreement are cumulative and not exclusive.

Termination for Noncompliance: Grant Funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.339 by HUD or by the Department if Subrecipient fails to comply with the terms and conditions of both this

## EXHIBIT D

Agreement and of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

- A. Termination Without Cause: This Agreement may be terminated by the Department in whole or in part at any time without cause only with the consent of the Subrecipient. In the case of a termination of the whole agreement, the parties shall agree upon termination conditions, including the effective date. In the case of a partial termination, the parties shall agree upon termination conditions, including the portion to be terminated and the effective date.
- B. Termination with Cause: This Agreement may be terminated by the Department in whole or in part at any time for cause by giving at least 14 days' prior written notice to the Subrecipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.339(b), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management. Termination with cause also includes, without limitation, a failure by Subrecipient to comply with the Approved Project Schedule, Approved Project Performance Milestones, Reporting Requirements, and/or Special Conditions of any Notice to Proceed issued for an Approved Project to use CDBG-DR and/or CDBG-MIT funds.

Appeals Process for Finding of Noncompliance: In taking an action to address noncompliance, the Department will provide the Subrecipient an opportunity for a such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341 and/or the Department's Monitoring Plan and associated exhibit/exhibits. Contact the monitoring representative for an updated appeal exhibit version.  
[https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr/cdbg-dr-2017/docs/DR\\_MAC\\_Monitoring\\_Plan\\_Final.pdf](https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr/cdbg-dr-2017/docs/DR_MAC_Monitoring_Plan_Final.pdf)

### 5. **Severability**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Subrecipient shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

## EXHIBIT D

### 6. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Subrecipient of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions. All waivers by the Department must be in writing in order to be valid.

### 7. Uniform Administrative Requirements

The Subrecipient, its agencies or instrumentalities, shall comply with the policies, guidelines, and Uniform Administrative Requirements of 2 CFR Part 200, et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this part.

- A. Single Audit Compliance: Funds will not be disbursed to any Subrecipient identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Guidance is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: The Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- C. Suspension and Debarment: By executing this Agreement, Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Subrecipient further agrees to verify that its Contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.

### 8. Compliance with State and Federal Laws and Regulations

- A. The Subrecipient, its agencies or instrumentalities, and Contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and procedures established by the Department for the administration of the DR-Infrastructure and MIT-RIP programs, as the same may be amended from time to time.

## EXHIBIT D

- B. The Subrecipient shall comply with the requirements of 24 CFR 570, the HUD regulations concerning Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, adopted by HUD at 2 CFR 2400, and any and all federal regulations, guidelines, rules, and policies issued pursuant to the foregoing. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- C. The Subrecipient must maintain compliance with the Housing Element requirements detailed in Health and Safety Code (HSC) sections 50829 and 50830 for the duration of this Agreement, if applicable.

### 9. **Authority to Impose Additional Special Conditions**

In accordance with 2 CFR 200.207, Department reserves the right and authority to impose additional specific conditions within any NTP issued under this Agreement under any of the following circumstances:

- A. When, in the Department's sole discretion, the Department finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-DR and/or CDBG-MIT funds allocated under this Agreement or to other awards of Federally-funded grant or loan assistance passed through the Department.
- B. When Subrecipient fails to meet expected performance goals under this Agreement.
- C. When Subrecipient poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.
- D. When, in the Department's sole discretion, such conditions are necessary to ensure timely and compliant performance under the Department's Federal award from HUD.

Such specific conditions, or special conditions, may include but are not limited to, withholding of authority to proceed to the next phase of an otherwise eligible Project, requiring additional detailed financial reports, requiring additional project monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior approvals, or any other condition the Department deems reasonable and



## EXHIBIT D

necessary to safeguard Federal funds or the Department's interests.

If approved, such additional specific award conditions, or special conditions, shall be included in the NTP for Approved Projects and shall include the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirement (if applicable), the time allowed for completion of the actions (if applicable), and the method for requesting reconsideration of the additional requirements imposed.

### 10. **Equal Opportunity Requirements and Responsibilities**

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in

## EXHIBIT D

- federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- G. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- H. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- I. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- J. **Executive Order 12259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- K. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local

## EXHIBIT D

governments under the Civil Rights Act of 1964.

- L. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- M. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- N. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

### 11. **Relocation, Displacement, and Acquisition**

The Subrecipient shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 as they apply to the performance of this Agreement.

### 12. **The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):**

The Subrecipient and the Subrecipient's Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

- A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

## EXHIBIT D

### Section 3 Clause

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

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

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

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

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

## EXHIBIT D

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

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

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

- C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any

### 13. **Environmental Compliance**

- A. The Subrecipient shall comply with the California Environmental Quality Act (CEQA) requirements as they apply to this Project(s).
- B. The Subrecipient shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

## EXHIBIT D

- C. The Subrecipient shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, et seq., as amended.
- D. The Subrecipient shall comply with Environmental Protection Agency (EPA) regulation pursuant to 40 CFR Part 50, as amended.
- E. The Subrecipient shall comply with HUD regulation pursuant to 24 CFR Part 58
- F. The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- G. If applicable, the Subrecipient shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- H. The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Subrecipient shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory

## EXHIBIT D

completion of environmental review and receipt by the Subrecipient of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Subrecipient's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Subrecipient will not receive an NTP until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

### 14. **Procurement**

The Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318 – 200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient and Cooperative Agreements to State, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with both the spirit and the letter of applicable federal and state procurement laws and the DR-Infrastructure and Mitigation Policies and Procedures.

### 15. **Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

This clause shall apply to items purchased under this Agreement where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

### 16. **Construction Standards**

The Subrecipient shall ensure that all Approved Projects comply with the following requirements:

17-DRMIT-17003  
NOI Date: 11/02/2020  
Approved Date: 4/13/2021  
Prep Date: 05/11/2021

## EXHIBIT D

### The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157)

The Architectural Barriers Act (ABA) stands as the first measure by Congress to ensure access to the built environment for people with disabilities. The law requires that buildings or facilities that were designed, built, or altered with federal dollars or leased by federal agencies after August 12, 1968 be accessible.

### California Green Buildings Standards Code (CALGreen) (Title 24, Part 11 of the California Code of Regulations)

All new construction of residential buildings or reconstruction of substantially damaged buildings must incorporate California Green Buildings Standards Code (CALGreen).

### Sustainability Requirements

All rehabilitation, reconstruction, and new construction must be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Wherever feasible, the Subrecipient, Subrecipient's and Contractors must follow best practices, such as those provided by the U.S. Department of Energy.

### National Floodplain Elevation Standards

Subrecipients and Contractors must comply with the national floodplain elevation standards for new construction, repair of substantially damaged structures, or substantial improvements to public facilities in flood hazard areas. All structures designed for public facilities use within a special flood hazard area (SFHA), or one percent annual chance, floodplain will be elevated with the lowest floor at least two feet above the base flood elevation level and comply with the requirements of 83 FR 5850 and 83 FR 5861.

### Wildland-Urban Interface Building Codes (WUI Codes)

All Approved Projects under this program that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code, which offer specific material, design and construction standards to maximize ignition resistance.

## **17. Federal Labor Standards Provisions**

The Subrecipient and the Developer shall at all times comply, and cause all Project



## EXHIBIT D

contractors to comply, with applicable federal labor standards, including without limitation, the following:

- A. Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5, which are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request. Subrecipient shall be responsible for monitoring all Contractors, and subcontractors, as applicable, for compliance with these provisions.

### 18. State Prevailing Wages

- A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient

## EXHIBIT D

- and a licensed building contractor, the Subrecipient shall serve as the "awarding body" as that term is defined in the LC. Where the Subrecipient will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in LC Section 1770-1784 or the Davis-Bacon Wage Determination.

### 19. Agreements with Contractors

- A. The Subrecipient shall not enter into any agreement, written or oral, with any Contractor or other party without the prior determination that the Contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors or similar Federal or state listing of debarred or ineligible parties.
- The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive Grant Funds from a Subrecipient to undertake Approved Projects.
- B. An agreement between the Subrecipient and any Contractor or other party shall require:
- 1) Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
  - 2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
  - 3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
  - 4) Compliance with the applicable Equal Opportunity Requirements

## EXHIBIT D

described in Exhibit D, Section 10 of this Agreement.

C. Contractors shall:

- 1) Perform the Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
- 2) Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by the Department, as determined by the particulars of each individual Project will be required.

D. Contractors and Subcontractors: Drug-Free Workplace Act of 1988

- 1) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- 2) Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- 3) Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- 4) Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- 5) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- 6) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

## 20. Rights to Inventions Made Under a Contract or Agreement

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a)

17-DRMIT-17003  
NOI Date: 11/02/2020  
Approved Date: 4/13/2021  
Prep Date: 05/11/2021

## EXHIBIT D

and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

### 21. **Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention**

- A. **Use of Explosives:** When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives and comply with all insurance requirements set forth in section 29.B.4 below. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

- B. **Danger Signals and Safety Devices:** The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public.
- C. **Protection of Lives and Health:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Developer may determine to be reasonably necessary.

### 22. **Prohibition Against Payments of Bonus or Commission**

The assistance provided under this Agreement shall not be used in the payment of any

## EXHIBIT D

bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

### 23. Reporting Requirements

- A. Subrecipient must timely submit the reports prescribed below. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, in the formats provided by the Department, and via the Department's Grants Network unless otherwise specified at the discretion of the Department. The Subrecipient's performance under this Agreement will be assessed based in part on whether it has submitted the reports on a timely basis.
  - 1) Monthly Activity Report: Subrecipient must submit a Monthly Activity Report that addresses the following, at a minimum: (1) a description of the current status of the Subrecipient Work and Project Work, (2) a description of activities to be undertaken in the next reporting period; (3) a description of problems or delays encountered in Subrecipient Work and Project Work and course of action taken to address them; (4) a description of actions taken to achieve Subrecipient Work and Project Work expenditure deadlines; and (5) a summary of Subrecipient Work and Project Work fiscal status, including award amount, funds drawn, and remaining balance. Unless otherwise waived in writing by the Department, Monthly Activity Reports must begin on the 10<sup>th</sup> calendar day of the second month following execution of this Agreement and must continue through the receipt and approval by the Department of the Project Completion Report, detailed below.
  - 2) Monthly Program Income Report: Program Income, if identified as a funding source for any Approved Project, must be included in the Project budget and must be substantially expended prior to drawing Grant Funds. During the term of this Agreement, if Program Income is generated, the Subrecipient must submit a Monthly Program Income Report certifying the amount of Program Income generated, retained and expended. Program Income remaining at the end of each quarter and at the expiration of this Agreement in excess of \$35,000.00 must be remitted to the Department.
  - 3) Semi-Annual Labor Standards Report: During the term of construction for

## EXHIBIT D

each Approved Project, each April 1<sup>st</sup> and October 1<sup>st</sup>, and at the completion of the Project, the Subrecipient must submit the Labor Standards Cover Memo, the HUD Form 4710 and the Davis Bacon Labor Standards Report 5.7 (if applicable). These forms are located on the Department's website and are also available upon request.

- 4) Project Completion Report: At the completion of construction and once an Approved Project is placed in service, the Subrecipient must submit a Project Completion Report that includes that the project is completed and performing as designed.

### 24. Fiscal Controls

The Subrecipient shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Subrecipient shall establish and maintain such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Subrecipient under this Agreement.

- A. **Deposit of Funds:** Subrecipient shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG-DR and/or CDBG-MIT funds and Program Income. Deposits in minority banks are encouraged.
- B. **Fiscal Liability:** Subrecipients shall be liable for all amounts which are determined to be due by the Department, including but not limited to, disallowed or ineligible costs which are the result of Subrecipient's or its Contractor's conduct under this Agreement. Subrecipients shall also be liable for the repayment of any and all amounts it has received under this Agreement and which HUD is seeking reimbursement for from the Department. Subrecipient's obligation to repay the foregoing amounts to the Department shall survive indefinitely the expiration or earlier termination of this Agreement. Subrecipient shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- C. **Fiscal Records:** All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Exhibit D, Section 27 of this Agreement.
- D. **Program Income:** Any and all Program Income received during the administration of this Agreement must be receipted and maintained in a separate Program Income account. Program Income funds may not be comingled with CDBG-DR

## EXHIBIT D

and/or CDBG-MIT grant funds in a single account.

### 25. Monitoring Requirements

The Department monitors its Subrecipients based upon an assessment of risk posed by the Subrecipient and according to specific monitoring criteria per 2 CFR 200.331. During the term of this Agreement, the Department shall perform program and/or fiscal monitoring of the Subrecipient and Approved Projects to ensure compliance with federal and state requirements and timely project completion. The Subrecipient shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. In the event Subrecipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, Subrecipient shall follow an appeals process provided by the Department and consistent with Section 4 of Exhibit D of this Agreement..

Subrecipient shall ensure their Contractors and Approved Projects are in compliance with CDBG-DR and/or CDBG-MIT requirements, the DR-Infrastructure and MIT-RIP Policies and Procedures, and the terms and conditions of this Agreement, and in connection therewith, shall perform regular, ongoing monitoring of the Contractors and Approved Project(s) for the term of this Agreement. Subrecipient shall ensure their Contractors resolve any monitoring findings to the Subrecipient's satisfaction by the deadlines set by the Subrecipient. Subrecipient shall report any monitoring findings to the Department, as well as the status of those findings until they are resolved by the Contractors.

### 26. Inspections of Project Activities

The Department reserves the right to inspect any Approved Project activities performed hereunder to verify that the Approved Project activities are being and/or have been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Subrecipient shall inspect any Approved Project activity performed by contractors and subcontractors hereunder to ensure that the Approved Project activities are being and have been performed in accordance with the applicable federal, State and/or local requirements and this Agreement.
- B. The Subrecipient shall require that all Approved Project activities found by such inspections that do not conform to the applicable requirements be promptly corrected, and shall withhold payment to its Contractor or subcontractor, respectively, until it is so corrected.
- C. Access by the Subrecipient, the federal grantor agency, the State, the Comptroller General of the United States, or any of their duly authorized

## EXHIBIT D

representatives to any books, documents, papers, and records of the Subrecipient, Contractor, or subcontractor which are directly pertinent to that specific contract for the purpose of monitoring, making audit, examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(i)(10) shall be permitted. Subrecipient shall include in its agreements with Contractors, as applicable, provisions requiring such parties to provide access to its records for the purposes specified above.

### 27. Audit/Retention and Inspection of Records

- A. The Subrecipient must have intact, auditable fiscal and program records at all times. If the Subrecipient is found to have missing audit reports from the California State Controller's Office (SCO) during the term of this Agreement, the Subrecipient will be required to submit a plan to the State for submitting the audit to the SCO. If the deadlines are not met, the Department may initiate remedies for noncompliance in accordance with Section 4 herein. The Subrecipient's audit completion plan is subject to prior review and approval by the Department.
- B. The Subrecipient agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Subrecipient agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq., and other requirements of this Agreement. The Subrecipient further agrees to maintain such records for a minimum period of five (5) years after the Department notifies Subrecipient that the HUD/the Department contract has been closed according to the record retention requirements at 2 CFR 200.333. The Subrecipient shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.
- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Subrecipient.
- D. Absent fraud or material error on the part of the Department, the determination by the Department of the allowability or validity of any expenditure shall be final and conclusive.
- E. For the purposes of annual audits, Subrecipient shall comply with 2 CFR Part 200



## EXHIBIT D

Subpart F for the State CDBG Program. Pursuant to 2 CFR Part 200 Subpart F, the Subrecipient shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. The costs of the CDBG-DR and/or CDBG-MIT related portion of the audit may be charged to the program in accordance with Public Law 98502, 2 CFR Part 200 Subpart F, and Title 25 CCR Section 7122.

- 1) The audit shall be performed by a qualified State, department, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- 2) If there are audit findings, the Subrecipient must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Subrecipient in writing. If the Department is not in agreement, the Subrecipient will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.
- 3) The Department shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.
- 4) If so, directed by the Department upon termination of this Agreement, the Subrecipient shall cause all records, accounts, documentation and all other materials relevant to the grant activity(ies) to be delivered to the Department as depository.

F. Notwithstanding the foregoing, the Department will not reimburse the Subrecipient for any audit cost incurred after the expenditure deadline of this Agreement.

### 28. **Signs**

If the Subrecipient places signs stating that the Approved Project is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the Approved Project that the Department is a source of financing through the CDBG-DR Program and/or CDBG-MIT Program.

### 29. **Insurance**

Subrecipient, its Contractors shall comply with all requirements outlined in the (A) General Provisions section and (B) Project Insurance Requirements outlined in this section. These requirements are in addition to, and not in lieu of, any other insurance coverages required elsewhere in this Agreement. No payments will be made under this

## EXHIBIT D

Agreement for Subrecipient Work and Project Work until the Subrecipient fully complies with all requirements. No payments will be made under the terms of any Approved Project until the Subrecipient confirms to the Department that all Contractors on the specified Approved Project fully comply with all requirements. The Department reserves the right to waive or adjust required insurance coverages from time to time in its sole discretion.

### A. General Provisions Applying to All Policies

- 1) Coverage Term – Subrecipient’s coverage needs to be in force for the complete term of the Agreement. The Contractor’s coverage needs to be in force for the complete affordability period of each Approved Project. The Contractor’s coverage needs to be in force until a certificate of occupancy is issued for each Approved Project, if applicable. No work may be performed by Subrecipient or a Contractor until and unless all insurances required by this Agreement are in full force and effect. If insurance expires during the term of the Agreement, as applicable, a new certificate must be received by the Department at least 30 days prior to the expiration of said insurance. Any new insurance must comply with the original terms of this Agreement.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Subrecipient is responsible to notify the Department within 15 business days prior to any actual or proposed cancellation, non-renewal or material change that affects required coverage. No policy may be cancelled upon less than 30 days’ prior written notice from the insurer to the insured and the Department. New certificates of insurance are subject to the approval of the Department and the Subrecipient agrees no Subrecipient Work and Project Work or services will be commenced or performed prior to obtaining such approval. In the event Subrecipient and Contractor fails to keep in effect at all times the specified insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement and/or Approved Project upon the occurrence of such event, subject to the provisions of this Agreement.
- 3) Premiums, Assessments and Deductibles – Subrecipient and Contractors for each Approved Project are responsible for the payment of all premiums, policy assessments, deductibles or self-insured retentions associated with their respective insurance programs.

## EXHIBIT D

- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the Department.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VII. If the Subrecipient and/or Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Acceptance of self-insurance is within the sole discretion of the Department, and the Department reserves the right to require insurance from third-party commercial insurers.
- 6) Endorsements – Any required endorsements requested by the Department must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Subrecipient’s or Contractor’s obligations under this Agreement or the terms specific to the relevant Approved Project, nor does the availability or limits of any insurance policies required herein in any way limit the liability of Subrecipient or any Contractor, to the Department hereunder, nor does it in any way limit the liability of such parties to the Department in regards to any indemnification obligations of such parties herein.
- 8) Available Coverages/Limits – All coverage and limits available to the Subrecipient or Contractor shall also be available and applicable to the Department.
- 9) Satisfying an SIR - All insurance required by this Agreement and any required by the terms specific to the relevant Approved Project must allow the Department to pay and/or act as the Subrecipient’s or Contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Subrecipient’s, or Contractor’s agent in satisfying any SIR is at the Department’s discretion.
- 10) Use of Subcontractors - In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work for the relevant Approved Project, Contractor shall include all subcontractors as insureds under Contractor’s insurance or supply evidence of subcontractor’s insurance to the Department equal to policies, coverages, and limits required of Contractor.

## EXHIBIT D

### B. Project Insurance Requirements

Subrecipient and/or Contractor shall display evidence, as applicable for the relevant Approved Project, of the following on a certificate of insurance evidencing the following coverages:

- 1) Commercial General Liability – Contractor on an Approved Project shall maintain commercial general liability insurance on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate or such higher amount as the Department made deem appropriate under the circumstances for each Approved Project. The Department shall identify any higher insurance limits in the NTP for the Approved Project subject to them. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must name The State of California, its officers, agents, and employees as additional insureds.

- 2) Automobile Liability – Contractor shall maintain, as applicable, business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the relevant Approved Project involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

The policy must name The State of California, its officers, agents, and employees as additional insured.

Workers Compensation and Employer's Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Agreement and the relevant Approved Project. In addition, employer's liability limits of \$1,000,000 are required. By signing this Agreement, Subrecipient acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

## EXHIBIT D

- 3) Flood Insurance – Subrecipient shall procure and maintain flood insurance if required under Section 13.E. of this Agreement.
- 4) Additional Coverages – In the event that Subrecipient, Developer, and/or any of its Contractors will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on the Developer pursuant to the Development Agreement. For purposes of the provision, the term "Hazardous Activity" includes but is not limited to the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint or asbestos, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities, and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department."

### 30. Indemnification

Subrecipient, at its sole cost and expense, shall indemnify, defend, and hold the Department and its employees, representatives, attorneys, agents, and their respective successors, heirs, and assigns harmless from and against any and all claims, demands, actions, costs, losses, damages, and liabilities, whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from the actions or inactions of Subrecipient and/or its contractors, subcontractors, employees, owners, agents, and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section 30 shall survive indefinitely the closeout of Approved Projects and the expiration or earlier termination of this Agreement.

### 31. Anti-Lobbying Certification

The Subrecipient shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with the Approved Project(s) and

## EXHIBIT D

shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### 32. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Subrecipient, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG-DR and/or CDBG-MIT activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States, may obtain a financial interest or benefit from a CDBG-DR and/or CDBG-MIT assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-DR and/or CDBG-MIT assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

### 33. Obligations of Subrecipient with Respect to Certain Third-Party Relationships

The Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Subrecipient Work and/or Project Work with respect to which assistance

## EXHIBIT D

is being provided under this Agreement to the Subrecipient. The Subrecipient shall comply with all lawful requirements of the Department necessary to ensure that the Subrecipient Work and/or Project Work, with respect to which assistance is being provided under this Agreement to the Subrecipient, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. § 5304(g)].

### 34. **Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the federal Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

### 35. **State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
  - 2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
  - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
  - 4) The Department has the option to invalidate the contract under the 30 day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT D**

- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
  
- C. Gov. Code § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.



## EXHIBIT E

### **SPECIAL TERMS AND CONDITIONS**

#### **1. Due Diligence Review**

Subrecipient has provided the Department with information about the Subrecipient's experience, processes, policies, and procedures related to the development of DR-Infrastructure projects and/or MIT-RIP projects and the management of federal funding in the Subrecipient's jurisdiction. These submissions, in addition to discussions with the Subrecipient, have been used to inform this Agreement and are being materially relied upon by the Department in agreeing to enter into this Agreement.

Should there be substantive changes to the organization, key personnel, methods, policies, or processes of the Subrecipient that impact the implementation of this Agreement, the Subrecipient shall promptly notify the Department of said changes.

Subrecipient agrees to provide documents and information to facilitate the Department's Subrecipient due diligence as required in Federal Register Notice 83 FR 58644 Subrecipient further agrees to comply with the requirements, requests, and results of the Department's due diligence and maintain the capacity to carry out disaster recovery activities in a timely manner at all times during the term hereof.

#### **2. Risk Assessment**

During the term of this Agreement, Subrecipient agrees to provide documents and information to facilitate the Department's Subrecipient monitoring risk assessment process. Subrecipient further agrees to comply with the requirements, requests, and results of the Department's risk assessment, including participation in Subrecipient monitoring events.

#### **3. Special Conditions**

Pursuant to the Due Diligence and Risk Assessment, Subrecipient agrees to adhere to the following special conditions:

1. All conditions set forth in an executed Notice to Proceed issued and incorporated into this Agreement as Exhibit F by the Department with respect to Approved Projects
2. Subrecipient will develop and implement procurement policies and procedures that demonstrate conformity with 2 CFR part 200.318-327 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the procurement policies and procedures to the

## EXHIBIT E

Department for a review of sufficiency. Procurement policies and procedures must be determined to be sufficient by the Department in advance of the Department's release of a Notice to Proceed.

3. Subrecipient will develop and implement Uniform Relocation Assistance (URA) policies and procedures demonstrating conformity to the rules and regulations outlined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (24 CFR Part 570.606), in conjunction with technical assistance from the Department.
4. Subrecipient will develop and implement federal environmental review policies and procedures demonstrating conformity to the rules and regulations outlined in 24 CFR Part 58, in conjunction with technical assistance from the Department. The Subrecipient will submit the federal environmental review policies and procedures to the Department for a review of sufficiency. Federal environmental review policies and procedures must be determined to be sufficient by the Department in advance of the Department's release of a Notice to Proceed.
5. Subrecipient will develop and implement Davis-Bacon and Related Acts (DBRA) (40 U.S.C. 3141-3144) federal labor policies and procedures and to maintain long-term federal labor compliance monitoring policies and procedures, in conjunction with technical assistance from the Department. The Subrecipient will submit the DBRA federal labor compliance monitoring policies and procedures to the Department for a review of sufficiency. DBRA federal labor compliance monitoring policies and procedures must be determined to be sufficient by the Department in advance of the Department's release of a Notice to Proceed.

**EXHIBIT F**  
**NOTICE TO PROCEED**

**[NAME OF PROJECT] [NAME OF SUBRECIPIENT]**

Pursuant to the Master Standard Agreement (“Agreement”) entered into on the \_\_\_ day of \_\_\_\_\_ 2021, by and between the California Department of Housing and Community Development (“Department”) and \_\_\_\_\_ (“Subrecipient”), this NOTICE TO PROCEED (“NTP”) is entered into on this \_\_\_ day of \_\_\_\_\_ 20\_\_\_. This NTP sets forth specific details concerning the individual project proposed by Subrecipient for the [PROJECT TYPE – FEMA PA MATCH/FEMA HMGP MATCH/STAND-ALONE] Disaster Recovery Infrastructure project and/or Mitigation Resilient Infrastructure Project located at [LOCATION] and related activities by Subrecipient, as required. This Project is subject to, and hereby incorporates by this reference, the terms of the Agreement and is subject to the overall program funding allocation amount for Subrecipient as determined by the Department and set forth in the Agreement. There may be other Projects either already existing under the Agreement, or that may be proposed in the future. The budget for this Project, when added together with the total cumulative budget of all existing Approved Projects for Subrecipient, may not exceed the total funding allocation for Subrecipient.

**1. Project Details**

Project Name:

Project Address:

Project Description:

**2. Project Budget and Project Scope of Work**

- A. The Project shall follow the budget and scope of work (hereinafter “Project Work”) as described in the Project application, which is on file at the Department, Division of Financial Assistance, 2020 West El Camino Avenue, Sacramento, California and which is incorporated herein by reference.

Total Project Cost:

Total DR-Infrastructure Allocation:

Total MIT-RIP Allocation:

- B. All written materials or alterations submitted as addenda to the original Project Application and which are approved in writing by the Department Contract Coordinator, as appropriate, are hereby incorporated as part of the Project Application. The Department reserves the right to require the Subrecipient to

17-DRMIT-17003  
NOI Date: 11/02/2020  
Approved Date: 4/13/2021  
Prep Date: 05/13/2021

modify any or all parts of the Project Application in order to comply with DR-Infrastructure and/or MIT-RIP, federal and/or state regulations or requirements.

- C. Any proposed revision to the Project Work must be submitted in writing for review and approval by the Department and may require an amendment to this NTP. Any approval shall not be presumed unless such approval is made by the Department in writing in its sole and absolute discretion.
- D. Subrecipient shall withhold as retention 5% of all DR-Infrastructure and/or MIT-RIP funded Contractor payments. No retention payments shall be released to the Contractor or reimbursed to the Subrecipient until receipt and approval by the Department of all required Approved Project completion documents identified in Exhibit B, Section 6 herein.

**3. Project Schedule**

[To be imported from Project Application]

**4. Project Performance Milestones**

- A. Subrecipient shall record in the applicable County Recorder's office the DR-Infrastructure Regulatory Agreement and/or MIT-RIP Regulatory Agreement, substantially in the form provided by the Department, against the property before construction begins but not more than 180 days subsequent to the issuance of a Notice to Proceed by the Department. The DR-Infrastructure Regulatory Agreement and/or MIT-RIP Regulatory Agreement shall have priority over all other liens, encumbrances, and other matters of record except as may be approved by the Department. Exceptions to the lien position of the DR-Infrastructure Regulatory Agreement and/or MIT-RIP Regulatory Agreement must be approved in writing and in advance by the Department.
- B. Subrecipient shall execute a Development Agreement (defined below) with the Contractor no later than **XX/XX/XXXX**.

**[Additional Milestones to be developed based on Project Application and Schedule]**

**5. Reporting Requirements**

- A. Subrecipient must timely submit the reports prescribed below. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, in the formats provided by the Department and via the Department's Grants Network unless otherwise specified at the discretion of the Department. The Subrecipient's performance

under this Agreement will be assessed in part on whether it has submitted the reports on a timely basis.

- 1) Monthly Activity Report: Subrecipient must submit a Monthly Activity Report that addresses the following, at a minimum: (1) a description of the current status of the Project Work; (2) a description of activities to be undertaken in the next reporting period; (3) a description of problems or delays encountered in Project Work and course of action taken to address them; (4) a description of actions taken to achieve Project Work expenditure deadlines; and (5) a summary of Project Work fiscal status, including award amount, funds drawn, and remaining balance. Unless otherwise waived in writing by the Department, Monthly Activity Reports must begin on the 10<sup>th</sup> calendar day of the second month following execution of this Agreement and must continue through the receipt and approval by the Department of the Project Completion Report, detailed below.
- 2) Monthly Program Income Report: Program Income, if identified as a funding source for any approved Project, must be included in the Project budget and must be substantially expended prior to drawing Grant Funds. During the term of this Agreement, if Program Income is generated, the Subrecipient must submit a Monthly Program Income Report certifying the amount of Program Income generated, retained, and expended. Program Income remaining at the end of each quarter and at the expiration of this Agreement in excess of \$35,000 must be remitted to the Department.
- 3) Semi-Annual Labor Standards Report: During the term of construction for each Approved Project, each April 1<sup>st</sup> and October 1<sup>st</sup>, the Subrecipient must submit the Labor Standards Cover Memo, the HUD Form 4710 and the Davis Bacon Labor Standards Report 5.7 (if applicable). These forms are located on the Department website and are also available upon request.
- 4) Project Completion Report: At the completion of construction and once a Project is placed in service, the Subrecipient must submit a Project Completion Report.

## 6. Special Conditions

[As needed based on project]

By signing below, Subrecipient acknowledges and agrees to all terms and conditions of this Notice to Proceed. All terms and conditions set forth herein are deemed fully incorporated into and made a part of the Agreement.

17-DRMIT-17003  
NOI Date: 11/02/2020  
Approved Date: 4/13/2021  
Prep Date: 05/13/2021

Authorized Signatory:

\_\_\_\_\_

[Subrecipient Name]

\_\_\_\_\_

Date

\_\_\_\_\_

Signatory Name and Title

Authorized Signatory:

\_\_\_\_\_

California Department of Housing and Community Development

\_\_\_\_\_

Date

\_\_\_\_\_

Signatory Name and Title

SAMPLE

**EXHIBIT G**

**SUBRECIPIENT PROFILE**

**Linked Applicant**

Laura.Munafo@hagertyconsulting.com

**First name**

Alan

**Last name**

Alton

**Email**

aalton@srcity.org

**Title**

Deputy Director - Finance

**Company**

City of Santa Rosa

**Company Website**

<https://srcity.org/>

**City**

Santa Rosa

**State**

California

**Organization Information**

**Jurisdiction Name**

City of Santa Rosa

**Organization Type**

**Employer Identification Number (EIN)**

94-6000428

**DUNS**

071879464

**Authorized Representative**

Jason Nutt

**Business/Finance Representative**

Alan Alton

**Organization Address**

**Address**

69 Stony Circle

**Address 2**



**City**

Santa Rosa

**State**

California

**County**

Sonoma County

**Congressional District/Region**

**Zip**

95401

**Phone**

707-543-3810

**Phone Extension**

**Fax**

Business/Finance Contact (if required)

**Name**

Alan Alton

**Title**

Deputy Director - Finance

**Email**

aalton@srcity.org

**Phone**

707-543-3093

**EXHIBIT 10-B**  
*to Section 10 of the SPECIAL PROVISIONS*

**CURRENT DAVIS-BACON ACT WAGE DETERMINATIONS**

"General Decision Number: CA20230007 03/10/2023

Superseded General Decision Number: CA20220007

State: California

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

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023
4	03/03/2023
5	03/10/2023

ASBE0016-001 08/01/2022

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
--	-------	---------

Asbestos Workers/Insulator  
(Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)

Area 1.....	\$ 81.16	23.57
Area 2.....	\$ 62.51	23.57

-----  
ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
--	-------	---------

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

AREA 1.....	\$ 30.45	96 10.60
-------------	----------	----------

C02258

AREA 2.....\$ 36.53 9.27

-----  
BOIL0549-002 01/01/2021

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties.\$ 49.62 41.27  
(2) Remaining Counties.....\$ 45.60 38.99

-----  
BRCA0003-001 08/01/2022

Rates Fringes

MARBLE FINISHER.....\$ 39.20 18.31

-----  
BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY  
COUNTIES

Rates Fringes

BRICKLAYER

AREA 1.....\$ 49.32 22.65  
AREA 2.....\$ 53.69 26.03

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

-----  
BRCA0003-008 07/01/2022

Rates Fringes

TERRAZZO FINISHER.....\$ 41.93 18.98  
TERRAZZO WORKER/SETTER.....\$ 56.84 27.53

-----  
BRCA0003-010 04/01/2022

Rates Fringes

TILE FINISHER

Area 1.....\$ 31.12 16.11  
Area 2.....\$ 30.90 17.87  
Area 3.....\$ 33.86 17.74  
Area 4.....\$ 31.89 17.18

Tile Layer

Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

-----  
BRCA0003-014 08/01/2022

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

-----  
CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

-----  
 CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

-----  
 CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

-----  
 CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

-----  
 CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

Modular Furniture Installer

Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

-----  
 CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

-----  
 CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
 Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

-----  
 CARP0152-003 07/01/2020

Amador County



Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

-----  
CARP0180-001 07/01/2021

Solano County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

-----  
CARP0751-001 07/01/2021

Napa and Sonoma Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

-----  
CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		

Steel Shoring Erector, Saw

Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

-----  
ELEC0180-001 06/01/2021

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.69	3%+24.38
ELECTRICIAN.....	\$ 53.06	3%+24.38

-----  
ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

-----  
ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance,

of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems

Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

-----  
ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

-----  
ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

ZONE RATE:

70-90 miles - \$8.00 per hour  
91+ miles - \$10.00 per hour

-----  
ELEC0551-004 06/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 55.60	28.06

-----  
ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.65

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which

include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

-----  
 ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.97	19.26

-----  
 ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

-----  
 ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

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

-----  
 ELEVE0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 77.61	37.335+a+b

FOOTNOTE:

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

-----  
 ENGI003-008 08/01/2022

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 45.77	35.46
AREA 2:		
(1) Leverman.....	\$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
 NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
 SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
 SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2  
 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
 Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:  
Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:  
Area 1: Remainder  
Area 2: Eastern part

GLENN COUNTY:  
Area 1: Eastern part  
Area 2: Remainder

LASSEN COUNTY:  
Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

MARIPOSA COUNTY  
Area 1: Except Eastern part  
Area 2: Eastern part

MONTERREY COUNTY  
Area 1: Except Southwestern part  
Area 2: Southwestern part

NEVADA COUNTY:  
Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:  
Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:  
Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:  
Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:  
Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:  
Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:  
Area 1: All but the Northwestern corner  
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

-----  
ENGI003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY



THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

- Area 1: Northernmost part
- Area 2: Remainder

CALAVERAS COUNTY:

- Area 1: Except Eastern part
- Area 2: Eastern part

COLUSA COUNTY:

- Area 1: Eastern part
- Area 2: Remainder

DEL NORTE COUNTY:

- Area 1: Extreme Southwestern corner
- Area 2: Remainder

ELDORADO COUNTY:

- Area 1: North Central part
- Area 2: Remainder

FRESNO COUNTY

- Area 1: Except Eastern part
- Area 2: Eastern part

GLENN COUNTY:

- Area 1: Eastern part
- Area 2: Remainder

HUMBOLDT COUNTY:

- Area 1: Except Eastern and Southwestern parts
- Area 2: Remainder

LAKE COUNTY:

- Area 1: Southern part
- Area 2: Remainder

LASSEN COUNTY:

- Area 1: Western part along the Southern portion of border with Shasta County
- Area 2: Remainder

MADERA COUNTY

- Area 1: Remainder
- Area 2: Eastern part

MARIPOSA COUNTY

- Area 1: Remainder
- Area 2: Eastern part

MENDOCINO COUNTY:

- Area 1: Central and Southeastern parts
- Area 2: Remainder

MONTEREY COUNTY

- Area 1: Remainder
- Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County  
Area 2: Remainder

PLACER COUNTY:  
Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:  
Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:  
Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:  
Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:  
Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:  
Area 1: All but the Northwestern corner  
Area 2: Reaminder

TEHAMA COUNTY:  
Area 1: All but the Western border with mendocino & Trinity Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeaster border with Shasta County  
Area 2: Remainder

TULARE COUNTY;  
Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

-----  
ENGI0003-038 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

Rates Fringes

OPERATOR: Power Equipment  
(AREA 1:)

GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15

OPERATOR: Power Equipment  
(Cranes and Attachments -  
AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment  
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15

OPERATOR: Power Equipment  
(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15

Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer

(mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip

Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

---

#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

---

#### PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

-----

### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

-----

### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

-----  
AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO  
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts  
Area 2: Remainder

-----  
IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.70

-----  
IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.20	34.30

-----  
LABO0067-001 06/27/2022

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes



Asbestos Removal Laborer.....	\$ 27.05	13.50
LABORER (Lead Removal)		
Marin County.....	\$ 35.37	26.95
Remaining Counties.....	\$ 34.37	26.95

-----  
LABO0067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 29.54	22.17
Area B.....	\$ 28.54	22.17
Traffic Control Person I		
Area A.....	\$ 29.84	22.17
Area B.....	\$ 28.84	22.17
Traffic Control Person II		
Area A.....	\$ 27.34	22.17
Area B.....	\$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

-----  
LABO0185-002 07/01/2022

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

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

-----  
LABO0185-005 07/01/2021

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

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

-----  
LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT  
LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

-----

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

-----  
GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

-----  
WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

-----  
LAB00185-008 07/01/2021

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45
Work on a swing stage scaffold: \$1.00 per hour additional.		

-----  
LAB00261-002 06/28/2021

MARIN COUNTY

Rates                      Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$	34.48	26.21
Traffic Control Person I...\$	34.78	26.21
Traffic Control Person II...\$	32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

-----  
LAB00261-004 07/01/2021

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	42.00	25.71
GROUP 2.....\$	41.77	25.71
GROUP 3.....\$	41.52	25.71
GROUP 4.....\$	41.07	25.71
GROUP 5.....\$	40.53	25.71
Shotcrete Specialist.....\$	42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzle man on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

-----  
LAB00261-007 07/01/2018

MARIN AND NAPA COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....\$ 32.45 22.20

-----  
LABO0261-010 06/25/2018

MARIN COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT  
LABORERS - AREA A:)

Construction Specialist  
Group.....\$ 31.49 23.20  
GROUP 1.....\$ 30.79 23.20  
GROUP 1-a.....\$ 31.01 23.20  
GROUP 1-c.....\$ 30.84 23.20  
GROUP 1-e.....\$ 31.34 23.20  
GROUP 1-f.....\$ 31.37 23.20  
GROUP 2.....\$ 30.64 23.20  
GROUP 3.....\$ 30.54 23.20  
GROUP 4.....\$ 24.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA A:)

(1) New Construction.....\$ 30.54 23.20  
(2) Establishment Warranty  
Period.....\$ 24.23 23.20

LABORER (GUNITITE - AREA A:)

GROUP 1.....\$ 30.75 22.31  
GROUP 2.....\$ 30.25 22.31  
GROUP 3.....\$ 29.66 22.31  
GROUP 4.....\$ 29.54 22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....\$ 30.79 23.20  
GROUP 2.....\$ 30.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

-----  
LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts



thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

-----

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

-----  
WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

-----  
LABO0261-015 07/01/2021

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45

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

-----  
LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

-----  
LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

-----  
LABO0324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.84	25.91

-----  
LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20
LABORER (GUNITITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

## FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

-----

## LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; 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) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

-----  
GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

-----  
WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

-----  
LABO0324-019 07/01/2021

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45
Work on a swing stage scaffold: \$1.00 per hour additional.		

-----  
\* PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

PREMIUMS:  
 EXOTIC MATERIALS - \$1.25 additional per hour.  
 SPRAY WORK: - \$0.50 additional per hour.  
 INDUSTRIAL PAINTING - \$0.25 additional per hour  
 [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional  
100 to 180 feet - \$4.00 per hour additional  
Over 180 feet - \$6.00 per hour additional

-----  
PAIN0016-005 07/01/2022

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 53.03	28.84

-----  
\* PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 38.23	22.05

SPRAY/SANDBLAST: \$0.50 additional per hour.  
EXOTIC MATERIALS: \$1.25 additional per hour.  
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

-----  
\* PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 55.25	32.63

-----  
PAIN0169-004 01/01/2023

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 55.77	32.45

-----  
\* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 33.15	14.29
Spray Painter & Paperhanger.	\$ 34.81	14.29

PREMIUMS:  
Special Coatings (Brush), and Sandblasting = \$0.50/hr  
Special Coatings (Spray), and Steeplejack = \$1.00/hr  
Special Coating Spray Steel = \$1.25/hr  
Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

-----  
PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.27	16.47

-----  
PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99



PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

-----  
PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

-----  
\* PAIN1237-001 01/01/2023

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

-----  
PLAS0300-003 07/01/2018

Rates	Fringes
-------	---------

PLASTERER

AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

-----  
PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

-----  
PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) (1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 82.00	48.18

-----  
PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

-----  
PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

Rates Fringes

PLUMBER.....\$ 44.75 37.89

-----  
PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER

Light Commercial.....\$ 30.85 20.40  
All Other Work.....\$ 58.00 40.48

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

-----  
PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 47.54 17.11

-----  
PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

Underground Utility Worker  
/Landscape Fitter.....\$ 32.22 17.55

-----  
PLUM0442-003 01/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

Rates Fringes

PLUMBER.....\$ 50.75 35.14

-----  
PLUM0447-001 07/01/2022

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER  
Journeyman.....\$ 58.37 28.00  
Light Commercial Work.....\$ 36.23 17.72

-----  
ROOF0081-006 08/01/2022

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

Roofer.....\$ 50.27 20.66

-----  
ROOF0081-007 08/01/2022

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

Roofer.....\$ 43.13 19.71

-----  
SFCA0483-003 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers).....\$ 72.59 36.95

-----  
SFCA0669-003 01/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

SPRINKLER FITTER.....\$ 44.36 27.39

-----  
SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates Fringes

Sheet Metal Worker

Mechanical Contracts

\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

-----  
SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

-----  
SHEE0104-010 07/01/2020

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

-----  
SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,  
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,  
YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

-----  
SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

-----  
SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU  
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

-----  
TEAM0094-001 07/01/2022

Rates Fringes

## Truck drivers:

GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's

and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

---

#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on



- a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISIO"

**EXHIBIT 10-C**  
*to Section 10 of the SPECIAL PROVISIONS*  
**HUD-2010-FEDERAL LABOR STANDARD PROVISIONS**

**HUD-4010  
Federal Labor Standards Provisions**

**U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards**

**A. APPLICABILITY**

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

**(1) MINIMUM WAGES**

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

**(3) Payrolls and basic records.**

**(i) Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

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

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

**(ii) Certified Payroll Reports.**

**(A)** The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

#### **(4) Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

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

## **C. HEALTH AND SAFETY**

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

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

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

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



**TECHNICAL SPECIFICATIONS**

**FOR**

**COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY**

**CONTRACT NO. C02258**



*06/22/23*

**2023**



# 12 TEMPORARY TRAFFIC CONTROL

## **12-1 General**

**12-1.01 General:** Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Special Provisions, the Standard Specifications, the current Edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), the Americans with Disabilities Act (ADA) and as directed by the Engineer.

**12-1.04 Payment:** Furnishing flaggers shall be considered as included in the contract lump sum price paid for traffic control.

## **12-3 Traffic-Handling Equipment and Devices**

**12-3.01 General:** Prior to commencing construction which will affect existing vehicular and pedestrian traffic, you shall submit for review by the Engineer, Traffic Control Plans on 11" x 17" sheets of paper which contains only information specifically related to work zone vehicular and pedestrian traffic control. Traffic Control Plans shall be prepared, sealed, and signed by a Professional Engineer registered in the State of California or prepared and approved by a competent professional. If you propose to use the current edition of the CA MUTCD published by Caltrans in lieu of a traffic control plan, in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used and how it will be applied for each work operation. Traffic Control Plans or proposals shall be submitted for review at least two weeks prior to implementation.

Traffic Control Plans shall contain a title block which contains your name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

1. Show location and limits of the work zone.
2. Give dimensions of lanes affected by traffic control that will be open to traffic.
3. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City, MUTCD, or Caltrans Standards.
4. Dimension location of signs and cone tapers.
5. Identify side streets and driveways affected by construction and show how they will be handled.
6. Show how pedestrian traffic will be handled through the construction site. Pedestrian pathways through the work zone shall be in compliance with the requirements of ADA during and after work hours.
7. Identify message board locations. A minimum of 4 changeable message boards shall be required. Additional message boards may be required. Location to be determined by Engineer.
8. Demonstrate how two-way traffic will be maintained.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plans.

## **12-4 Maintaining Traffic**

### **12-4.01A General:**

1. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding

designated legal holidays, and when construction operations are not actively in progress; unless work has specifically been authorized by the Engineer.

2. The location of traffic control signing, barricades, and other facilities shall be monitored frequently (four to five times per day) by you to verify their proper location. All traffic signal and other traffic control devices shall be maintained at all times.
3. You shall conduct these operations to minimize obstruction and inconvenience to traffic and to places of business, multiple dwelling units and residences adjacent to the work. You shall notify the Engineer of this planned work and utility service interruption at least five working days in advance to allow time to notify residents and businesses.
4. When construction activities will prevent vehicle access to individual driveways you shall notify and receive permission from the affected businesses and residents. Attention is directed to Section 7-1.03, "Public Convenience". **Full access shall be provided to all driveways during non-working hours.**
5. At locations where traffic is routed perpendicular to trench excavation, the excavation shall provide a surface for traffic at all times. Substructure installation or construction shall be conducted on only one-half the width of the roadway at a time, and that portion of the roadway being used by traffic shall be kept open and unobstructed until the opposite side of the roadway is ready for use. Upon completion of the rough grading, the surface of the roadbed shall be brought to a smooth, even condition free from humps and depressions and made satisfactory for traffic.

**12-4.01B Construction:** You shall submit a trucking route along with the traffic controls plans for approval by the Engineer. The route must minimize traffic on residential streets that are not part of the project.

Existing pavement damaged by your operations and not shown to be replaced shall be replaced at your expense, per City Standards and to the satisfaction of the Engineer.

**12-4.02 Closure Requirements:** Attention is directed to Section 7-1.03, "Public Convenience" of the Specifications and Section 5-1.05, "Order of Work," of these Special Provisions.

Exact locations of Project Identification signs and Advance Notice signs (7-1.03, "Public Convenience") shall be determined in the field by the Engineer.

Portable changeable message signs shall be installed on each end of the roadways to be paved two weeks in advance of construction to notify the public of construction dates and possible delays. Portable changeable message signs shall remain in place until construction has been completed.

Lane closures will be permitted between the hours of 8:30 a.m. and 4:00 p.m. only. Only one lane at a time may be closed and no lanes shall be closed at any other hours unless specifically approved by the Engineer. You shall maintain vehicle access to homes and other properties at all times while work is in progress.

You shall not park construction vehicles, contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and you shall maintain access to private parking lots within the block where work is in progress. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

You shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, you shall call the Fire Department at 543-3535 **and** the Communications Center at 543-3666 **daily** to report any traveled way closure. This means immediately upon closure for that day and again immediately after removal of the closure. For

closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

You shall notify Sonoma County Transit at (707) 585-7516, Superintendent of Golden Gate Transit at (415) 257-4442, Santa Rosa City Bus at (707) 543-3922, Sonoma County Airport Express at (707) 837-8700, the local Postal Service at (707) 526-0113 and Recology at (800) 243-0291 5 calendar days prior to any lane closures or restrictions in turning movements.

If you have been given an approved Traffic Control Plan that includes road closures, they shall maintain vehicular access to homes and other properties where work is in progress within the closure area.

Where necessary, and only after receiving written approval from the Engineer, you may temporarily suspend curb side parking in the immediate work zone. Notification to businesses and residents shall be hand delivered at least 72 hours prior to construction in the affected areas.

Notification shall be as follows:

1. A notice placed on the front door of each home or business where curb side parking will be suspended and attempt made to notify each business or resident verbally that work will be underway within the block and that curb side parking will be suspended during stated working hours and request that vehicles be parked out of the roadway by 8:00 a.m. Service of notice shall not bar use of cars within the block, as individual plans change and emergencies arise.
2. Type 2 barricades every 50 feet adjacent to the curb where parking will be suspended with a notice posted on the barricade stating specific dates and times that curb side parking will be temporarily suspended. If work will not take place in the posted area, then you shall remove "No Parking" notices.

You shall maintain vehicle access to all homes and other properties along the work zone. During paving operations, you will be allowed to temporarily suspend vehicle access to a limited number of driveways when approved by the Engineer. When approved by the Engineer and at least 72 hours prior to suspending access to any driveway, you shall give both written and verbal notice to the affected businesses and residents and place barricades adjacent to the driveways with posted notices stating the specific dates and times of the suspension for that area. The notice shall also indicate an alternate parking location. Suspension of access to driveway will be permitted only as approved by the Engineer and only between the hours of 8:00 am and 4:30 pm.

Cross streets will require maintenance of at least one-half (1/2) width of each street for traffic purposes unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 8:30 am and 4:00 pm.

Barricades and flaggers shall be positioned to allow safe turns at intersections and curves.

You shall maintain traffic control as necessary and as directed by the Engineer for "cat-tracking" operations by City Forces. Flaggers, barricades, signing, etc., shall remain in place for protection of City personnel until such time as all temporary lane delineation is complete.

#### **12-4.04 Temporary Pedestrian Access Routes**

**12-4.04A(1) Summary:** You are directed to Chapter 6D, Pedestrian and Worker Safety, in the CA MUTCD, the improvement plans and these Special Provisions.

Pedestrians shall be provided with a safe convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath. At no point along the road shall the sidewalks on both sides of the road be closed at the same time.

You shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA), and the CA MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials. Pedestrians shall not be led into conflicts with work site vehicles, equipment, or operations.

Pedestrian routes shall be open and accessible at the end of the workday unless an alternate ADA compliant route has been approved by the Engineer. The construction of curb ramps and/or long sections of sidewalk do not alleviate you from this requirement.

**12-9.01 Payment:** **Traffic Control** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in **vehicular and pedestrian** traffic control, including but not limited to, providing, placing, maintaining, and removal of temporary paths and/or ramps, temporary relocation of regulatory signs, changeable message boards, project and public notification signs, flagging, excavation, compaction, furnishing, and placement of asphalt concrete and/or PCC, barricades, toe-rails, hand rails, complying with CA MUTCD Standards for Pedestrian Safety, coordination efforts and any other items necessary for vehicle and pedestrian traffic control not specifically enumerated in the plans or these specifications, and no additional allowance shall be made therefor.

[Version: 09/08/19 CDA STD2018]

# 13 WATER POLLUTION CONTROL

## **13-1 General**

**13-1.01A Summary:** Water Pollution Control shall be performed in accordance with Section 13, Water Pollution Control, of the Standard Specifications and these technical specifications. In addition, construction activities shall comply with:

The current California Water Quality Control Board, North Coast Region Order No. National Pollutant Discharge Elimination System Municipal Storm Water Permit, commonly referred to as the "Storm Water Permit". A copy of the Storm Water Permit is available for review at the City of Santa Rosa Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA, and at [www.srcity.org/stormwaterpermit](http://www.srcity.org/stormwaterpermit).

The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be viewed at the City of Santa Rosa Department of Transportation and Public Works office at 69 Stony Circle or downloaded from CASQA, <http://www.casqa.org/>.

In this technical specification the CASQA Handbook BMP numbers are appended to the associated Standard Specification sections. If a conflict occurs the CASQA Handbook BMP's shall govern.

**13-1.01B Definitions: Construction phase:** The construction phase starts at the start of job site activities and ends at Contract acceptance.

**13-1.01C(4)(c) Water Quality Monitoring Reports:** If the project is less than 1 acre you shall complete and sign the Storm Water Correction Notices (below) with the City as part of the Storm Water Permit.

# STORM WATER CORRECTION NOTICE

FAILURE TO CORRECT BY DUE DATE MAY RESULT IN STOP WORK NOTICE!

PROJECT NAME: \_\_\_\_\_

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

PROJECT / PERMIT #: \_\_\_\_\_ DATE: \_\_\_\_\_

No storm water deficiencies identified.

**I HAVE INSPECTED THIS PROJECT SITE. THE FOLLOWING ISSUES AND DEFICIENCIES HAVE BEEN IDENTIFIED AND REQUIRE CORRECTIVE ACTION:**

## STORMWATER BMPs:

- |   |  |                           |                         |
|---|--|---------------------------|-------------------------|
| <input type="checkbox"/> <b>Storm Drain Protection:</b> | Install                                      | Maintain                  | Replace                 |
| <input type="checkbox"/> <b>Perimeter Controls:</b>     | Install                                      | Maintain                  | Replace                 |
| <input type="checkbox"/> <b>Housekeeping:</b>           | Sweep  | Clean                     | Remove Garbage & Debris |
| <input type="checkbox"/> <b>Stockpiles:</b>             | Cover  | Perimeter Controls        | Remove                  |
| <input type="checkbox"/> <b>Debris Bins:</b>            | Cover  | Perimeter Controls        |                         |
| <input type="checkbox"/> <b>Tracking:</b>               | Clean-Up                                     | Install Tracking Controls |                         |
| <input type="checkbox"/> <b>Portable Toilet:</b>        | Secondary Containment Required               |                           |                         |
| <input type="checkbox"/> <b>Concrete:</b>               | Install BMPs for Pumper or Concrete Truck    |                           |                         |
|   | Cover / Maintain Concrete Washout Containers |                           |                         |
| <input type="checkbox"/> <b>Sediment &amp; Erosion:</b> | Install Appropriate Controls                 | Dust Controls             |                         |
| <input type="checkbox"/> <b>Other:</b>                  |  |                           |                         |

**\*ALL DEFICIENCIES MUST BE CORRECTED PRIOR TO NEXT RAIN EVENT OR NO LATER THAN DUE DATE, WHICHEVER IS SOONER.**

DATE REQUIRED (SEE NOTE\*): \_\_\_\_\_

INSPECTOR: \_\_\_\_\_ PH #: ( ) \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

- Inspection Type:**
- |  |  |
|--|--|
| <input type="checkbox"/> <b>Monthly</b> (Oct 1 <sup>st</sup> -April 30 <sup>th</sup> ) | <input type="checkbox"/> <b>Deficiency Re-Inspection</b>                               |
| <input type="checkbox"/> <b>Pre-Rain</b> (Sept 1 <sup>st</sup> -Oct 1 <sup>st</sup> )  | <input type="checkbox"/> <b>Following First 0.25" Rain</b><br>(within 2 business days) |

## **13-2 Water Pollution Control Program**

**13-2.01A Summary:** Preparation of a Water Pollution Control Program shall be performed in accordance with the requirements of the Standard Specifications and these Special Provisions.

**13-2.01C Submittals:** The program to control water pollution required to be submitted under this section of the Standard Specifications shall include a spill contingency plan that establishes clean-up procedures that will be followed in the event of a spill of potentially hazardous, toxic, or polluting materials.

**13-2.04 Payment:** The **Water Pollution Control Program** shall be considered as included in the contract **lump sum** price paid for Water Pollution Control.

## **13-3 Storm Water Pollution Prevention Plan**

**13-3.01A Summary:** This project is exempt from the State Water Resources Control Board General NPDES Permit for the Discharge of Storm Water related to Construction Activities (Construction General Permit), and not required to have a Storm Water Pollution Prevention Plan (SWPPP), therefore Section 13-3, Storm Water Pollution Prevention Plan, of the Standard Specifications does not apply to this project.

**13-3.04 Payment:** A Storm Water Pollution Prevention Plan shall be considered as included in the contract lump sum price paid for Water Pollution Control.

## **13-4 Job Site Management**

**13-4.03B: Spill Prevention and Control/CASQA Spill Prevention and Control (BMP WM-4):** You shall also comply with CASQA Spill Prevention and Control (BMP WM-4). If a spill occurs at the construction site and you do not take immediate and adequate steps to contain and clean up the spill, especially if rain is threatening or if a discharge to a storm drain or creek could occur, the City shall have the right, in its sole and absolute discretion, to clean up the spill using City forces or an independent contractor. The cost of any such cleanup, in addition to recovery of any penalty or fine imposed upon the City, plus an administrative charge of fifteen percent (15%) of the costs incurred by the City, shall be deducted from any amounts owed to you hereunder.

In the event there are insufficient amounts owed to you hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same, including, but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this section are intended to be in addition to and not in lieu of any imposed by the City against Contractor for violations of City Code Chapter 17-12, "Storm Water".

**13-4.03C(2): Material Storage/CASQA Material Delivery and Storage (BMP WM-1):** You shall comply with CASQA Material Delivery and Storage (BMP WM-1).

**13-4.03C(3): Stockpile Management/CASQA Stockpile Management (BMP WM-3):** You shall also comply with CASQA Stockpile Management (BMP WM-3). Do not block storm water flows.

**13-4.03D(1): Waste Management/CASQA Solid Waste Management (BMP WM-5):** You shall also comply with Waste Management/CASQA Solid Waste Management (BMP WM-5). You shall dispose of all trash, rubbish, and waste materials of any kind generated by you, subcontractor, or any company hired by you on a daily basis.

**13-4.03D(3): Concrete Waste/CASQA Concrete Waste Management (BMP WM-8):** You shall also comply with CASQA Concrete Waste Management (BMP WM-8). Ensure the containment

of concrete washout areas and other washout areas that may contain pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

**13-4.03D(4): Sanitary and Septic Waste/CASQA Sanitary and Septic Waste Management (BMP WM-9):** You shall also comply with CASQA Sanitary and Septic Waste Management (BMP WM-9). Sanitation facilities must be maintained periodically by a licensed service to keep them in good working order and prevent overflows. Portable toilets are required to have secondary containment.

**13-4.03D(5): Liquid Waste:** Liquid waste includes water generated from excavation dewatering. Minimize transfer piping by locating containers near the excavation to be dewatered while protecting the containers from moving vehicles and equipment.

**13-4.03E(1): Water Control and Conservation/CASQA Water Conservation Practices (BMP NS-1 and NS-2):** You shall also comply with CASQA Water Conservation Practices (BMP NS-1 and NS-2).

**13-4.03E(3): Vehicle and Equipment Cleaning/CASQA Vehicle and Equipment Cleaning (BMP NS-8):** You shall also comply with CASQA Vehicle and Equipment Cleaning (BMP NS-8).

**13-4.03E(4): Vehicle and Equipment Fueling and Maintenance/CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10):** You shall also comply with CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10).

**13-4.03E(7): Paving, Sealing, Saw cutting, Grooving, and Grinding Activities:** As listed in Part 9, sections 4 and 5 of the Storm Water Permit, the following additional BMPs shall be implemented for street paving, repaving, reconstruction, patching, digouts or resurfacing.

1. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions
2. Install BMPs at all susceptible storm drain inlets and manholes to prevent paving products and tack coat from entering
3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or watercourses
4. Minimize non-storm water runoff from water use for the roller and for evaporative cooling of the asphalt
5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly
6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled, or disposed of properly 13-4.03D(5)
7. Collect solid waste by shoveling and vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly 13-4.03D(5)
8. Cover "cold-mix" asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm 13-4.03C(3)
9. Cover loads with tarp before haul-off to a storage site, ensuring that trucks are not overloaded
10. Minimize airborne dust by using water spray during grinding 14-9.03
11. Protect stockpiles with a cover or sediment barriers during a rain event and
12. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near storm water drainage system or watercourses 13-4.03C(1)



**13-4.03F: Sweeping/CASQA Street Sweeping and Vacuuming (BMP SE-7):** You shall also comply with CASQA Street Sweeping and Vacuuming (BMP SE-7).

### **13-6 Temporary Sediment Control**

**13-6.03C Temporary Drainage Inlet Protection/CASQA Storm Drain Inlet Protection (BMP SE-10):** You shall also comply with CASQA Storm Drain Inlet Protection (BMP SE-10)

**13-6.04 Payment:** Temporary Sediment Control shall be considered as included in the contract lump sum price paid for Water Pollution Control which includes all maintenance costs.

### **13-7 Temporary Tracking Control**

**13-7.01A: Temporary Tracking Control/ Stabilized Construction Entrance and Exit (BMP TC-1), Entrance Outlet Tire Wash (BMP TC-3):** You shall also comply with Stabilized Construction Entrance and Exit (BMP TC-1), Entrance Outlet Tire Wash (BMP TC-3)

**13-7.01C Construction/CASQA Stabilized Construction Site Entrance / Exit (BMP TC-1):** You shall also comply with CASQA Stabilized Construction Site Entrance / Exit (BMP TC-1)

**13-7.03D Payment:** Temporary tracking control shall be considered as included in the contract lump sum price paid for Water Pollution Control. You pay all maintenance costs.

# 14 ENVIRONMENTAL STEWARDSHIP

## **14-9.03 Dust Control**

**14-9.03A General:** Sweeping per section 14-9.03C shall also be performed to prevent and alleviate dust.

Sweeping, covering stockpiles, applying water, and/or dust palliative, to control dust caused by public traffic is not change order work.

**14-9.03C Construction:** All dust-producing work and unpaved construction sites shall require a minimum watering in the middle and ending of each workday. The frequency of watering shall increase if dust is airborne. Watering shall not produce runoff.

You shall maintain dust control to the satisfaction of the Engineer, 7 days a week, 24 hours per day.

At the end of each work day you shall thoroughly sweep all streets in the work zone to minimize airborne dust and sweep all streets in the work zone with a commercial street sweeping truck with rear pick up broom at the end of each work week.

At the Engineer's discretion additional sweeping or watering may be required, including the use of a commercial street sweeping truck equipped with a rear pick up broom, at any time or place.

**14-9.03D Payment:** Full compensation for conforming to this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation shall be allowed.

**14-10.01 General:** You shall dispose of all Portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. You shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

All other excess materials from the project shall become your property and shall be disposed of at your expense.

**14-10.02A(1) Submittals:** Submit a Solid Waste Disposal and Recycling Report prior to final acceptance of work performed under the Contract. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

Submit a Solid Waste Disposal and Recycling Report prior to Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

**14-10.02D Payment:** Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation shall be allowed therefor.

## 15 EXISTING FACILITIES

**15-1.01 General:** Existing Facilities work shall be performed in accordance with the requirements of the Standard Specifications and these Special Provisions.

**15-1.02A Protect Existing Access Covers Prior To Slurry:** Prior to slurry, all manhole, valve, rodding inlet, monument, and all other utility access covers shall be protected from Contractor's slurry operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer. All traces of plastic and excess surfacing material shall be removed from all access covers as quickly as possible after the application of the slurry and in no case remain in place more than 24 hours. All access covers shall remain locatable at all times. Placing a temporary pavement marker or equal on each cover prior to slurry application is acceptable.

Any slurry material deposited on manholes, valves, rodding inlets, monument, and all other utility covers shall be removed immediately, by Contractor, at its expense.

**15-1.02B Payment:** Protect Existing Access Covers Prior To Slurry shall be considered as included in the various items of work under Section 37-3 "Preparation for High Volume Traffic Slurry Seal" and shall include full compensation for furnishing all labor, tools, equipment and doing all the work involved including furnishing, installing, and removing plastic sheeting or plastic bags complete in place as specified and no additional compensation will be made therefor.

### **15-1.03 Construction**

**15-1.03A General:** Existing facilities disturbed by construction shall conform to the applicable provisions of Section 5-1.36. All existing active utilities found to reside in excavated areas shall be supported in place with service maintained during construction. Furthermore, existing utility trenches and/or structures that are near proposed trenches shall be safeguarded in an appropriate manner from damage.

You shall be responsible for any damage caused by your operations and any needed repairs shall be completed to the Engineer's satisfaction. This includes but is not limited to, the removal and/or relocation of all structures, surface utilities, fences, traffic control facilities, street light facilities, asphalt concrete pavement, concrete pavement, bollards, street signs and posts, bus stop benches and shelters, and abandoned in place footings that are located within the limits of the project area. The City will provide street light pull box replacements for pull boxes damaged prior to construction or as directed by the Engineer.

You shall be responsible for adjusting all existing City utility access covers to grade and coordinating the adjustment of all non-City utility access covers to grade within the limits of the construction area; refer to Section 100-1 and 100-2.

Existing unforeseen items or conditions may occur or be encountered during demolition and construction. Refer to Section 15-7 Utility Clearances of these Special Provisions.

Any equipment damaged during normal removal and salvage operations for existing facilities shall become your property and shall be removed or disposed of by you.

**15-1.03B Removing Concrete:** Concrete removal shall be performed in accordance with the requirements of the Standard Specifications and these Special Provisions.

All removed concrete shall become your property and shall be immediately off hauled. None of the removed concrete shall be dumped or stockpiled on the work site. You shall dispose of all removed concrete at a recycler designated for this material. Burying of broken concrete within the limits of the project will not be allowed. Concrete removal includes removal of any reinforcing steel embedded within the concrete and no additional allowance will be made for the removal of such steel.

All concrete which is to be removed from sidewalk, curb, gutter, driveway areas, raised median, old PCC highway, and existing City monuments, as necessary, shall be removed to the nearest score mark, construction joint, or sawcut as directed by the Engineer. The edge of existing concrete to remain shall be neat and free of defects. Saw cutting may be required to achieve this. Where new concrete is to join existing concrete, remove enough concrete to allow splicing of new reinforcement. You shall protect existing reinforcement to be incorporated into the new work from damage.

Irrigation facilities may be encountered during concrete removal and replacement. You shall exercise care in this area and repair any damage done by your operations at no additional cost to the City.

All landscaping and other surfaces or structures disturbed by your operations shall be restored to original condition at no additional cost to the City.

**15-1.02C Traffic Signal Interconnect:** Interconnect cables and conduits may be encountered during grinding operations. You shall exercise care in these areas and repair any damage done by your operations including installing new interconnect cable with no splices per the City Traffic Standards at no additional cost to the City.

**15-1.04 Payment:** Payment for supporting, removal, and disposal of existing utilities and their appurtenances shall be considered as included in the contract prices paid for various contract items of work and no additional allowance shall be made therefor.

**15-2.02C Remove Existing Traffic Stripes and Pavement Markings:** Existing thermoplastic pavement markings shall be removed to the fullest extent possible from the pavement by grinding in areas where slurry seal will be applied. Sand or other material deposited on the pavement as a result of removing pavement markings shall be removed as work progresses. Existing pavement markings may be removed not more than three (3) days prior to the resurfacing work on the street.

You shall provide, install, and maintain temporary reflective pavement marking on the same day as the permanent markings are removed or as directed by the Engineer and maintain these until final markings are in place. All temporary markings shall be removed immediately before final overlay. Temporary striping on all ground surfaces shall be one coat of paint with reflective glass beads. All ground surfaces shall be cleaned, and dust removed prior to applying paint. Attention is directed to Section 84-1.01, "Traffic Stripes and Pavement Markings" of these Special Provisions.

**15-2.02D Remove Existing Pavement Markers and Channelizers:** Existing pavement markers and channelizers shall be removed prior to the sealing of the existing road surface. You shall be responsible for their proper disposal away from the work site. Existing pavement markers may be removed not more than three (3) days prior to the overlay of the street.

You shall provide, install, and maintain temporary reflective pavement markers on the same day as the permanent markers are removed or as directed by the Engineer and maintain these until final markers are in place. Attention is directed to Section 85-1.01, "Raised Pavement Markers" of these Special Provisions.

**15-2.02D(1) Remove Existing Detector Handholes:** Existing detector handholes shall be removed prior to grinding and milling operations. You shall be responsible for their proper disposal away from the worksite.

**15-2.02E Payment:** Removal of Existing Pavement Markings, Markers, and Channelizers and installation of temporary pavement markings and markers described in Section 15-2 above shall be considered as included in the various items of work under Section 85, "Pavement Markers" and shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing permanent and temporary reflective pavement markings and markers complete in place as specified herein and no additional allowance shall be made therefor.

Removal of existing detector handholes described in Section 15-2 above shall be considered as included in the various items of work under Section 86 "Electrical Systems" and shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing new detector handholes complete in place as specified herein and no additional allowance shall be made therefor.

**15-2.02M Removal Methods:** Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that are to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. Contractor shall measure and record the locations and dimensions of all traffic stripes and pavement markings prior to removal. The references shall include the limits or changes in striping pattern, including one and two-way barrier lines, limit lines, crosswalks and other pavement markings. This information shall be reviewed by the City prior to the removal of the pavement delineation.

Painted traffic stripes and painted pavement markings are not required to be removed prior to slurry.

All thermoplastic traffic stripes, thermoplastic pavement markings and tape traffic stripes within the limits of slurry are required to be removed prior to slurry.

**15-2.02M(1) Preservation of Existing Pavement Markings and Markers:** On roadway sections to receive digout/pavement repairs only, the Contractor shall be responsible for the preservation of existing pavement markings and markers and shall replace any damaged or removed pavement markings and markers in kind as previously existed at their own expense.

**15-2.08A General:** Reset existing City facility boxes and lids to grade. The City will furnish to you at no cost, street light pull boxes, water meter pull boxes, new G-4 water valve boxes and sanitary sewer manhole frame and covers to replace existing water valve boxes and sanitary sewer manhole frame and covers that do not comply with current City Standards or that were damaged prior to your operations.

**15-2.10B Lower and Adjust Existing Manhole Frame and Covers to Grade:** Existing sewer and storm drain manhole frame and covers, water valve boxes, mainline cleanouts and

monuments covers that are located in the roadway excavation, roadway repair, or grind areas shall be lowered below subgrade.

Prior to removal of an existing sewer or storm drain manhole frame, a platform shall be constructed in the manhole above the top of the sewer to prevent any dirt or debris from falling into the sewer. The platform shall remain in place until all work on the manhole has been completed and the asphalt concrete has been placed around the manhole. Prior to the removal of the platform from the manhole, all dirt and debris shall be removed.

You shall accurately locate and record the location of existing manholes, water valve boxes, mainline cleanouts, and monument covers to be adjusted to grade and shall furnish the Engineer a copy of said record prior to starting construction.

Existing manhole frames and covers, water valve boxes, mainline cleanouts and monument covers that are located in roadway excavation, roadway repair, or grind areas shall be lowered below subgrade and shall be adjusted after final paving to conform to new finish grade and shall conform to City Standards and these Special Provisions.

**15-2.12C Lower and Adjust Existing Water Valve Box, Mainline Cleanout and Monument Covers to Grade:** Existing water valve boxes, mainline cleanouts and monument covers, shall be adjusted to grade after the final paving course and shall conform to City Standards.

All facilities on active systems shall always be accessible to City personnel unless otherwise stated in these Special Provisions or approved by the Engineer.

After the placement of any course of asphalt concrete you shall mark all overlaid manholes, water valve boxes, mainline cleanouts and monument covers, whether new or existing, with white paint by the end of that working day.

All new and existing manholes, water valve boxes, mainline cleanouts and monument covers shall be accessible within 48 hours after they are covered.

Final grade adjustments and installation of concrete collars shall be done on the same working day. Final paving around manholes, water valve boxes, mainline cleanouts and monument covers shall be completed the following working day.

All silt and debris shall be removed from finished structures. This shall include all existing silt and debris plus material caused by your operation.

If new or existing water valve riser pipe needs to be extended after paving to conform to City STD-877, you shall use either a slip x slip glued PVC coupling or a transition coupling with sheer bands as directed by the Engineer. Upsizing the existing riser pipe to 8-inch shall not be required unless otherwise directed by the Engineer. Any added extension must be a minimum of 12 inches. The lower section of riser pipe shall be adjusted to accommodate this requirement.

In the event that you encounter water valve boxes with round lids or sanitary sewer frame and covers with open pick holes which must be adjusted to grade, you shall provide a count to the Engineer a minimum of two days prior to paving to obtain replacements that complies with current City Standards. The City will provide replacements provided you are not required to replace them as part of the contract or due to damage by your operations.

All grade rings shall be set in cement mortar the same day they are placed. All joints shall be smoothly plastered inside and out.

Existing grade rings removed in the adjustment of manhole frames shall become your property and if undamaged and thoroughly cleaned of mortar may be reused in the work. If not so used, they shall be disposed of away from the site of work at your expense.

Manhole frames shall be reinstalled to align directly over the grade rings. Any frames misaligned by more than ½ inch shall be removed and reinstalled.

New and existing monument covers adjusted shall conform to City Standards.

**15-2.13 Payment:** Lower and Adjust Existing Manholes to Grade, Lower and Adjust Existing Cleanout and Water Valve Boxes to Grade, shall be paid for at the contract unit price each, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in lowering existing facilities, including constructing and removal of asphalt concrete, installation and removal of platform, temporary asphalt paving, and doing all work involved in lowering existing manhole frames and covers, water valve boxes, mainline cleanouts and monument covers that are located in roadway, adjust existing valve boxes, mainline cleanouts and monuments to grade, including but not limited to, required excavation and backfill, replacing to current City Standards, coordination, and removing silt and debris, as specified herein, and no additional allowance shall be made therefor.

**15-3.03 Construction:** All removed concrete shall become your property and shall be immediately off-hauled. None of the removed concrete shall be dumped or stockpiled on the work site. You shall dispose of all removed concrete at a recycler for this material. Burying of broken concrete within the limits of the project shall not be allowed.

All concrete which is to be removed from sidewalk, curb, gutter and driveway areas shall be removed to the nearest score mark or construction joint as directed by the Engineer unless otherwise noted on Project Plans. The edge of existing concrete to remain shall be neat and free of defects. Saw cutting may be required to achieve this.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance shall be made for the removal of such steel.

Irrigation facilities may be encountered during concrete removal and replacement. You shall exercise care in this area and repair any damage done by your operations at no additional cost to the City.

Landscaping and other surfaces or structures shall be restored to original condition at no additional cost to the City.

**Third party pull boxes and or city water meter or electrical boxes may be encountered in the curb ramps, care shall be taken as to not damage the existing pull boxes so that they can be adjusted and reinstalled, and no additional allowance shall be made there for.**

**15-3.04 Payment:** Payment for saw cutting, removal and disposal of concrete sidewalk, curb and gutter, driveway areas, and existing City monuments shall be included in the contract prices paid for various contract items of work and no additional allowance shall be made therefor.

Full compensation for repair of existing irrigation facilities damaged during any phase of the work shall be included in the prices paid for various contract items of work and no additional allowance shall be made therefor.

**15-7 Utility Clearances:** *All items noted in this Section shall take place prior to any other construction activities.*

You shall investigate, confirm and/or determine the exact locations of existing utilities, and verify clearances between existing and proposed utilities at crossings and/or known potential conflicts. You shall determine elevations and alignments of existing utilities at connection points.

*You shall provide all relevant information in writing to the Engineer immediately upon discovery of any conflict. Any delay in notification to the Engineer may delay direction and/or corrective action and a delay claim due to this reason shall not be considered by the City. You shall not proceed with any work that is in conflict until direction is provided by the Engineer and shall redirect crews to other contract work. All the information required to be obtained per this Section and any other information not noted but relative to the project shall be provided to the Engineer on a set of Plans when the investigative effort is complete.*

In the event you fail to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise shall be corrected by you, as directed by the Engineer, at no additional expense to the City.

**15-7.01 Payment:** Payment for investigating and determining locations of existing utilities shall be included in the contract prices paid for various contract items of work and no additional allowance shall be made therefor.

[Updated: 12/19/2019 CDA STD2018]



# 17 EARTHWORK AND LANDSCAPE

## **17-2 Clearing and Grubbing**

**17-2.01 General:** Clearing, grubbing, and access shall be confined to the limits shown on the plans and shall not exceed the minimum necessary to complete operations.

You shall not remove any trees, brush, shrubs, or other natural objects outside the limits of construction as shown on the exhibits, unless directed by the Engineer.

Any trees, brush, shrubs, or other natural objects not ordered removed by the Engineer which have been removed, altered, or damaged shall be replaced in kind by you before completion of the project.

All unsuitable material shall be disposed of away from the site by you. You shall make all necessary arrangements for disposal of material.

**17-2.03 Construction:** The area to be cleared and grubbed shall be the area within the right-of-way as determined by the Engineer, unless otherwise specified in the Special Provisions.

All stumps, large roots and other objectionable material shall be removed to a depth of three feet below finished grade in the area of construction. The resulting spaces shall be backfilled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as specified in Section 19-6 "Embankment Construction" of the Standard Specifications.

**17-2.04 Payment:** **Clearing and Grubbing** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in the removal or trimming of trees, brushes, shrubs and other natural objects, and the hauling and disposal of the debris, and no additional allowance will be made therefor.

# 19 EARTHWORK

## **19-1 General**

**19-1.01 General:** Non-contaminated site: See section 19-2.03B, Surplus Material, of these Technical Specifications.

**19-1.03C Grade Tolerance:** When aggregate subbase or aggregate base are to be placed or modified on the grading plane, the grading plane shall not vary more than 0.05' above or 0.1' below the grade established by the Engineer.

## **19-2 Roadway Excavation**

**19-2.03A General:** Roadway excavation shall include all grinding, disposal of excess materials, and other work as specified herein. You shall furnish an excavation and paving plan.

Existing AC pavement and underlying material shall be ground out to the depth and dimensions as shown in the exhibits at the end of these technical specifications. Exact locations will be marked in the field by the Engineer.

For roadway reconstruction, Roadway Excavation shall be performed with a pavement grinder. No other construction equipment including rubber-tired equipment shall be allowed on the subgrade.

Roadway excavation and asphalt concrete base paving, including Stabilization Fabric per section 19-8.02 and Pavement Grid per section 39-109D, shall be completed for half the street width before beginning excavation of the remaining street.

You shall note that there are street trees near areas intended for roadway excavation. Your operation, including the size of the grinding equipment, shall not damage existing street trees. Where limited clearance under the street trees prevents the use of a grinder, excavation shall be performed by an alternate method as approved by the Engineer. Alternate methods may include jack-hammering and removal of existing pavement and base materials by hand, or by use of smaller grinding equipment.

Where tree roots are encountered during roadway excavation, you shall cut the roots off six inches below the planned subgrade. Each cut shall be clean with no torn bark or splintered wood remaining on the root and shall be accomplished by use of a saw appropriate for the size of the root to be cut.

**19-2.03B Surplus Material:** Unless otherwise indicated in these Special Provisions, you shall load, haul from the site of work and properly dispose of all surplus excavated material including, but not limited to, rock, concrete, asphalt, debris, and soil. Except as otherwise noted, all material excavated from the work sites shall become your property. None of the surplus materials generated from the work sites shall be disposed of on the work sites. Prior to the beginning of any earthwork, you shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. You shall comply with all disposal regulations such as City, County, and/or State permits and licenses, as may be required. You shall dispose of all removed concrete at a recycler designated for this material.

**19-2.04 Payment:** Roadway Excavation shall be considered as included in the price for the amount of HMA tons placed and not the tons of excavated material in Roadway Excavation and Asphalt Concrete Surface and Pavement Repair/Digout bid items in Section 39, which price shall include full compensation for all work as specified herein including pavement grinding, off hauling, dumping, spreading, compacting if required, and no additional allowance shall be made therefor.

**19-5 Compaction**

**19-5.03B Relative Compaction (95 percent):** Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.5-foot below the grading plane for the full width of the planned pavement structural section, whether in excavation or embankment.

[Updated: 12/19/2019 CDA STD2018]

## 26 AGGREGATE BASE

### **26-1.01 General**

**26-1.01A Summary:** Aggregate base shall be Class 2 conforming to and placed in accordance with the requirements of Section 26 of the City Specifications.

Compacting shall commence immediately after spreading of the damp material and before the material has dried sufficiently to allow separation between the fine and coarse particles.

### **26-1.02 Materials**

**26-1.02B Class 2 Aggregate Base:** The minimum sand equivalent shall be 31 for any individual test. Recycled materials shall not be used.

### **26-1.03 Construction**

**26-1.03E Compacting:** The surface of the finished aggregate base shall be firm and unyielding. Any visible movement vertically or horizontally of the aggregate base under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the aggregate base does not meet this requirement.

[Updated: 12/19/2019 CDA STD2018]

## 37 BITUMINOUS SEALS

### 37-3 HIGH VOLUME TRAFFIC SLURRY SEALS

**37-3.05A General:** The mix shall be a “quick traffic system”, meaning that it will be able to accept traffic within 1 hour after placement in +75 degrees Fahrenheit temperature and 50 percent or less humidity.

The performance of the operator shall be reviewed by the Engineer on a daily basis and if performance is found to be unsatisfactory, you shall replace the operator to the satisfaction of the Engineer within two days of direction.

Each crew, at a minimum, shall be composed of a non-working foreman, a coordinator at the project site at all times, a competent mixing operator, a competent driver, traffic control personnel and sufficient personnel to load trucks.

No material shall be placed on wet pavement without the Engineer’s consent.

The limits of work shall be marked by the Engineer in the field and as shown on the plans or map located in these Special Provisions.

You shall provide barricades and other traffic control devices as necessary to eliminate traffic on areas of fresh material that might sustain damage from such traffic. Any tracking of emulsion on public or private property will be your responsibility to correct and shall be removed by the method acceptable to the property owners and the Engineer. Sandblasting or soda blasting may be required.

The cost of the repair, cleanup and/or damage caused by vehicles tracking through the material shall be borne solely by you.

**37-3.05A(2) Submittals:** You shall submit for approval a complete mix design prepared and certified by a Laboratory. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that you will provide on the project.

You shall furnish a sample of aggregate for testing a minimum of two weeks prior to start of work.

### **37-3.05B Materials**

**37-3.05B(1) General:** Water shall be potable, free of harmful soluble salts or reactive chemicals and any other contaminants.

Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

**37-3.05B(2) Polymer Modified Asphaltic Emulsions:** The emulsified asphalt shall be a quick-traffic polymer modified asphalt emulsion conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CQS-1h. Polymer content shall consist of a minimum of 2-3/4 percent of latex by weight to create a latex modified emulsion (LMCQS1h). The cement mixing test shall be waived for this emulsion.

You must submit a certification from the polymer supplier 5 days prior to the product being used. The five (5) day settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design.

**37-3.05B(3) Aggregate:** The mixture shall be placed at a rate of not less than 16 pounds or more than 18 pounds of aggregate per square yard of pavement surface.

Aggregate for Slurry Seal must be Type II, and have the quality characteristic as specified below:

Sieve Size	Percentage Passing
3/8	100
No. 4	94-100
No. 8	65-90
No. 16	40-70
No. 30	25-50
No. 200	5-15

Sand Equivalent	65 minimum
Durability Index	65 minimum
Methylene Blue Value	10 maximum per AASHTO T330-07 (2001)

The aggregate shall be a manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is totally crushed, 100 percent of the parent aggregate will be larger than the largest stone in the gradation to be used.

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within the Type II.

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted, then the percent passing each sieve shall remain within the gradation band. The percent passing shall not go from the high end to the low end of the range for any two consecutive screens.

The aggregate shall be inspected, accepted or rejected at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted or rejected based on five gradation tests according to ASTM D75 or CTM 202. Sampling of the stockpile material shall be performed in accordance with CTM 125. If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out of specification, you will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification.

For every sieve size that is out of the allowable gradation margin, a \$5 per ton deduction will be applied, and the material may be subject to refusal at the discretion of the Engineer.

If aggregate samples do not meet the minimum sand equivalent and durability index requirements established in this subsection, you shall be penalized as follows:

For sand equivalent and/or durability index values below 65 and above 59, a \$20 per ton deduction for the total quantity of non-compliant aggregate placed on the project shall be assessed against the contract bid price for High Volume Traffic Slurry Seal.

For sand equivalent and/or durability index values of 59 and below, City shall not compensate you for entire quantity of non-compliant material placed on the project.

**37-3.05B(4) Mineral Filler:** Mineral filler, if required, shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the slurry seal is being placed, if it is found to be necessary for better consistency or set times.

### **37-3.05C Construction**

**37-3.05C(1) General:** You shall submit to the Engineer a slurry seal schedule in addition to the construction schedule in accordance with Section 5-1.05 "Order of Work". The schedule shall clearly show the sequence of slurry sealing specifically detailing each individual lane on each street and shall include the dates, start times, and end times of each lane. The schedule shall include a corresponding map that illustrates all of the items mentioned above. Daily schedules shall not exceed 250,000 square feet of production per day.

Due to projects of similar scopes in nearby neighborhoods, the construction along specific neighborhoods and areas will be staggered at the Engineer's approval to avoid creating unnecessary traffic problems.

The schedule shall be received and accepted by the Engineer a minimum of **four weeks** prior to slurry sealing.

You shall adhere diligently to the approved schedule in the production of work.

Any changes in your planned sequence or timing of work shall be submitted to the Engineer immediately in writing and accompanied by an updated schedule for the Engineer's approval. Any residents or businesses affected by the approved changes to your schedule shall be re-notified a minimum of 72 hours prior to proceeding.

Prior to the slurry sealing operation, you shall remove all existing thermoplastic striping, legends, and markings in accordance with Section 15-2.02C, and all raised pavement markers in accordance with Section 15-2.02D.

You shall notify businesses and residents in accordance with Section 121-1.02.

You shall protect all utility access covers in accordance with Section 15-1.03B.

You shall protect all drainage inlets in accordance with Section 13.

Prior to the application of the slurry seal, pavement surfaces shall be cleaned of all oil, debris, grease spots, and vegetation.

You shall remove any and all vegetation within the slurry seal limits by an acceptable and approved means, (i.e. manual and/or mechanical), remove dirt and debris from cracks, joints (including asphalt/gutter lip joint) and voids in the road surface within the limits of the project and apply an approved herbicide to the cracks/ joints, voids in the road surface to prevent the re-

growth of vegetation through the road surface. The removal of vegetation and application of herbicide shall be performed to the satisfaction of the Engineer.

You shall comply with all Federal, State and local laws and regulations governing the use of chemicals for control of vegetation. You shall permit treatment for weed control to be done by qualified, trained personnel under the supervision of a State Licensed Qualified Pesticide Applicator, using recognized and approved methods and materials, in compliance with all Federal, State and local laws and regulations.

Vegetation removed beyond the slurry seal limits will be required to be replaced at your expense if requested by the Engineer.

The herbicide shall be applied by you after vegetation removal and prior to crack sealing. All herbicides shall be submitted by you for the approval of the Engineer and shall be certified for use in the State of California for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. The herbicide shall be applied only on the roadway surface to be sealed and NOT in roadside ditches or drainage facilities. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of you. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of the equipment or discarding of herbicides shall not enter the catch basins or drainage facilities.

You shall make your own arrangements for temporary stockpile work areas for stockpiling and batching. Prior to beginning construction, you shall provide the Engineer with a copy of the Temporary Use Permit with the landowner(s) for use of the stockpile area in accordance with Section 5-1.20B(4)(a).

The stockpile areas shall be thoroughly cleaned, removing all excess material and any material contaminated by spilled material, and left with a neat, orderly appearance upon completion of the sealing operations. Paved areas shall be cleaned and repaired to the satisfaction of the Engineer and property owner and striping replaced at your expense. Prior to final payment, you shall provide the Engineer with a letter from the Landowner(s) stating that said areas have been left in a condition satisfactory to the Landowner(s).

All staging areas shall have BMPs in place in accordance with Section 13 and left in a neat orderly appearance as stated above upon completion.

You shall supply the Engineer with licensed weigh master's certificates of the weights of all aggregate and emulsion delivered to the job during the course of each day. You shall present Weigh Master's certificates for the amounts of such aggregate and emulsion remaining unused at the completion of the contract at no cost to the City. Certified weight tags from a local scale with current CTM 109 certification will be required to establish weight of remaining aggregate and emulsion. The certificates shall be presented to the Engineer on the same day the aggregate and emulsions are delivered.

You shall schedule and coordinate the delivery of aggregate to the stockpiles such that:

1. Deliveries originate at the plant and arrive at the stockpile site within normal work hours on the same calendar day.
2. Delivery site and project name are explicitly stated on each delivery ticket.
3. Successive deliveries on the same calendar day show the cumulative total for that day.



4. Copies of all delivery tickets are delivered to the Engineer before the end of the working day, any delivery tickets not so delivered may be rejected by the City and no payment made therefor. Any deviation from this process must have the prior approval of the Engineer.

Sanding shall be minimized and only used when absolutely necessary. When necessary at driveways and intersections to accommodate vehicular and pedestrian traffic while the slurry seal cures, sand at intersections shall be swept within 2 hours of placement and within 4 hours at other locations. Sand shall not be applied until slurry seal can withstand pedestrian traffic. Any sand deposited on driveway aprons or sidewalks shall be removed by the end of that day.

You shall install temporary raised pavement markers in accordance with Section 15-2.02D until the roadway surface is ready for permanent raised pavement traffic delineation.

### **37-3.05C(2) Mixing and Spreading Equipment:**

Inspection: You shall provide the equipment proposed for the project for inspection and demonstration at the site or other location acceptable to the Engineer at least two working days prior to beginning work. Any equipment requiring repair or replacement as determined by the Engineer shall not be used on the work until the Engineer accepts its condition.

Maintenance: All equipment must be maintained and in good state of repair, including no oil leaks that could damage existing asphalt, concrete or landscape areas. All equipment safety guards shall be in place, hydraulic hoses and fittings shall be in good condition.

In the event of equipment failure that you determine the repair will require more than 24 hours, you shall (1) notify the Engineer immediately and (2) have a functional replacement piece of equipment on site and ready for work the morning after the determination was made.

Prior to a change of emulsion type or supplier, you shall notify the Engineer and obtain approval. You shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between any differing emulsions.

Trucks: You shall furnish and continuously operate a minimum of 3 aggregate trucks for each scheduled workday. The number of trucks used each day shall be as shown on the approved schedule unless otherwise approved in advance by the Engineer. Failure by you to adhere to this requirement will cause the City to sustain additional inspection costs that will be deducted from any compensation due you. The Engineer shall determine these costs.

Prior to the beginning of operations, you shall furnish, at no cost to the City, calibration certificates for each individual slurry truck and for the same type of material specified in this section from a certified weighmaster. The certificate shall be dated no more than 6 months prior to the date of start of construction.

All trucks which you propose to use, that exceed the legal weight limit, are required to have overweight permits from the City and jurisdictions within which they will be operated.

Flexible drags made of burlap or similar attached to the rear of the spreader box shall not be used and does not constitute a secondary strike-off.

Support Equipment: Support equipment such as front end loaders shall be in good working order and sized to adequately perform the work without interruption.

**37-3.05C(3) Placement:** A minimum of two (2) commercial street sweeping vehicles shall be provided and approved in advance by the Engineer. Sweeping vehicles shall be vacuum assisted power brooms.

Only place slurry seal if both the pavement and air temperature are at least 50 degrees F and rising. Do not place any slurry seal if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

Immediately prior to the slurry sealing operations, you shall sweep the entire surface with commercial street sweeping vehicles as required. Debris shall become your property and shall be disposed of at an approved refuse site. Transferring of the debris from the pickup vehicle or temporary stockpiling of debris will not be allowed. The use of a Contractor-furnished debris box located at the staging/storage location for the disposal of sweeping debris is acceptable.

At all times during the street sweeping operation, you shall apply adequate water to control dust. Dust control water shall not create runoff or flow into the gutter.

The slurry seal mixture shall be uniformly spread on the existing road surface within the rate specified without spotting, re-handling, or otherwise shifting the mixture.

The slurry seal mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate shall be in accordance with the following table:

Aggregate Type	Location	Suggested Application Rate Dry Pounds Per Yard
Type II	All Streets To Be Slurry Sealed	16-18 lb/yd <sup>2</sup>

Slurry seal applied around curb ramps shall be squeegeed flush with the gutter lip at the curb ramp.

All incidental work such as surfacing of driveway aprons and returns shall be done concurrently with the surfacing of the street proper. The slurry seal shall be applied from lip of gutter to lip of gutter. If no gutter exists, the slurry seal shall be from edge of pavement to edge of pavement. The edges of the limits of the slurry sealing application on both sides of the street shall be maintained in a neat and uniform line.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the emulsion and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

The slurry seal shall be rolled after it has cured sufficiently so as not to pick up on the vehicle tires, but not more than 2 hours after placement. The rollers shall be 5-ton self-propelled pneumatic rollers with tire pressure of 50 p.s.i. and water spray system. There shall be a minimum of two operating rollers on the same newly constructed surface, tandem rolling, during the compaction rolling process. The slurry seal coat shall be given a minimum of three complete passes with the roller or until the material is compacted with a uniform surface. The entire surface of the slurry seal shall be rolled in this manner including bike and parking lanes.

Streets shall be kept free of "raveling". It will be your responsibility to drive completed streets on a daily basis and evaluate whether or not streets require sweeping. The project inspector will also review completed streets and notify you of streets requiring sweeping.

You shall perform sweeping of all slurry sealed streets a minimum of 3 times: the day after application (or the following Monday if applied on a Friday), 4 days after application and 7 days after application or as requested by the Engineer for a period of 10 days following the last day of application to remove all accumulations of loose material and maintain streets in a “ravel free” condition. Maintenance sweeping shall be done by commercial street sweeping vehicles equipped with automatic debris pickup. Where commercial street sweeping vehicles cannot remove loose material, including but not limited to driveways, sidewalks, and curb ramps, hand sweeping or equal shall be performed.

**37-3.06 Payment:** Preparation for High Volume Traffic Slurry Seal is measured in square yard and involves the removal of vegetation, dirt/debris, sweeping, application of herbicide, and protection of existing access covers complete in place as specified herein.

**High Volume Traffic Slurry Seal** is measured in ton by combining the weight of the aggregate and asphaltic emulsion. The weight of added water and set-control additive are not measured.

You shall submit to the Engineer a slurry seal schedule in addition to the construction schedule in accordance with Section 5-1.05 “Order of Work”. The schedule shall clearly show the sequence of slurry sealing specifically detailing each individual lane on each street and shall include the dates, start times, and end times of each lane. The schedule shall include a corresponding map that illustrates all of the items mentioned above.

[Version: 09/25/2019 CDA STD2018]

# 39 HOT MIX ASPHALT

## **39-1.01 General:**

**39-1.01A Summary:** Section 39 includes specific specifications for producing and placing Hot Mix Asphalt (HMA) by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

A minimum of two weeks prior to the placement of any HMA, you shall notify the Engineer of which asphalt plant will be used to supply the mix. For any job, HMA shall be supplied from a single plant.

Asphalt concrete in areas of subgrade stabilization, roadway excavation and pavement grind areas shall be placed in a manner that does not cause deformation to the ground surface or the adjacent pavement. You shall place asphalt concrete on existing finished grade the same day that an area is ground unless previously approved by the Engineer. Traffic and construction equipment shall not be allowed on ground out roadway surface prior to placement of asphalt unless previously approved by the Engineer.

**39-1.01B Definitions:** For these specifications, HMA and asphalt concrete shall be the same. Use Section 39-3 Method construction process of these specifications for HMA production and construction.

**39-1.01C Description:** Asphalt concrete shall be placed in separate lifts and to the dimensions and limits shown on the exhibits at the end of this section.

Roadway excavation and asphalt concrete surface paving shall be completed for half the street width before beginning excavation of the remaining street. Roadway excavation and asphalt concrete base paving shall be completed for half the street width before beginning excavation of the remaining street at any location that calls for asphalt concrete base.

All existing asphalt concrete that is adhered to the top of gutters shall be removed prior to placement of new asphalt concrete surface in a manner satisfactory to the Engineer and that does not damage the gutter.

Asphalt concrete shall be placed on the same day the area is excavated so that all areas shall either have existing asphalt surface or new asphalt concrete by the end of each working day. No subgrade or aggregate base areas shall be exposed or open to traffic during non-working hours.

Asphalt concrete base paving shall be accomplished by use of a paving machine. The asphalt mix shall be transferred from the trucks to the hopper of the paving machine by means of a tracked material transfer vehicle similar to the Voegle MT3000-2I. Locations where only asphalt surface paving will take place shall transfer the asphalt mix with a tracked material transfer vehicle similar to the Voegle MT3000-2I. Any equipment used to transfer asphalt concrete to the paving machine shall not exceed the load capacity of any surface it is driven over and shall not produce rutting or pumping of the existing roadway surface or newly placed asphalt concrete base at any time.

Construction vehicles/equipment shall not be allowed on the newly placed asphalt concrete base until the day after it is placed. Super Dumps or other trucks with liftable trailing load bearing axles shall not be allowed on the newly placed asphalt concrete base at any time. All trucks or other construction equipment to be driven on the newly placed asphalt concrete base shall not exceed the surface load bearing capacity and shall not produce rutting or pumping at any time.

All longitudinal surface paving joints shall fall on a lane line. Longitudinal Subsurface paving joints shall be offset by at least 6 inches.

No longitudinal vertical drop offs shall be allowed between the lanes when the roadway is opened to traffic. Where a longitudinal vertical drop off occurs along the roadway crown between the existing street surface and the new asphalt concrete base, you shall grind a 10:1 taper in the existing surface to make a temporary conform to accommodate traffic. The temporary taper shall be ground after the asphalt concrete base paving has been completed each day.

Where a vertical drop off will occur between the top of the new asphalt concrete base and a valley gutter, driveway, or side street conform, you shall install a temporary 10:1 asphalt taper.

Where a vertical drop off would occur between the asphalt concrete base and a pedestrian ramp, you shall install a temporary 12:1 asphalt taper.

All ground edges adjacent to curb ramps and driveways shall have temporary asphalt concrete ramps (tapers) installed if the asphalt concrete surfacing cannot be placed back the same day the existing pavement is removed. Kraft paper or other bond breaker shall be placed under the conform ramps to facilitate removal when paving operations start.

Grinding and reconstructing speed bumps shall be included with roadway excavation and asphalt concrete surface.

Kraft paper or other bond inhibitor shall be placed under the temporary asphalt taper to facilitate removal when paving operations resume.

Temporary asphalt tapers and associated bond breaker material shall be removed prior to placement of the asphalt concrete surface lift. Where the bond breaker material adheres to the asphalt concrete base course it shall be fully removed with a method, approved by the Engineer that shall in no way degrade the quality of the final product.

You shall furnish an excavation and paving plan which shall include the following:

1. Requested location for survey staking of reference points
2. Asphalt plant supplying mix including aggregate source
3. Disposal site for spoils
4. Type of trucks and equipment to be used
5. Haul routes through adjacent residential streets
6. Staging locations
7. Sequencing
8. Taper grind locations

You shall set a string line based on the reference points to control the grade of the paving machine along the crown line. A rotary laser level may be used in lieu of a string line provided the level can be accurately set to the design centerline slope, and the detector is directly mounted to the paving machine screed to control the grade of the paving along the crown line. You shall also furnish a grade setter to ensure that the asphalt concrete base and asphalt concrete surface paving conforms to the lines and grades established by the Engineer.

A tack coat of SS-1h or SS-1 emulsified asphalt shall be applied to all asphalt concrete and concrete surfaces and allowed to break immediately in advance of placing all lifts of asphalt concrete. Tack coat applied to horizontal surfaces shall be applied with a tack truck, at a minimum residual rate of 0.02 gal/sqyd. Unless otherwise shown on the Plans, tack coat shall also be applied to all vertical mating surfaces and conforms to existing pavement, curbs, gutters, and

construction joints, and allowed to break immediately in advance of placing all lifts of asphalt concrete. The tack coat shall be reapplied 1) where it becomes contaminated, and 2) where it is significantly tracked (removed) from the surface and/or 3) as otherwise directed by the Engineer.

The asphalt concrete base and asphalt concrete surface courses shall be allowed to cool to 160° F at mid depth before the roadway is opened to traffic and construction equipment each day.

At the end of each working day, if applicable you shall place retro reflectorized signs and delineators, as required for night time use in accordance with the Standard Specifications and Section 12 of these Special Provisions to warn the public of the existing conditions.

At the end of each work day during paving operations the location of all valves, manholes, monuments and any other facility overlaid with asphalt concrete and required to be raised to grade shall be marked in white paint.

### **39-1.02 Materials**

**39-1.02B Tack Coat:** Tack coat must comply with the specifications for asphaltic emulsion or asphalts. Tack coat shall be diluted SS1 or SS1h.

**39-1.02C Asphalt Binder:** Asphalt binder in HMA must comply with the specifications for asphalts.

Asphalt binder to be mixed with aggregate for asphalt concrete surface, leveling and base shall be PG64-16 grade paving asphalt.

The amount of asphalt binder to be mixed with the aggregate shall be specified by the Engineer at the time of paving. Different asphalt binder content may be specified for each lift and each location.

Liquid anti-stripping agent (LAS) shall be added to the asphalt binder at a rate of 0.5 to 1.0% by weight of asphalt binder. The LAS shall be AD-here LOF 65-00 or equivalent, and shall be stored, measured, and blended with the asphalt binder in accordance with the anti-stripping agent manufacture's recommended practice. The LAS can be added at the asphalt plant or at the refinery. When added at the asphalt plant, the equipment shall indicate and record the amount of LAS added. If added at the refinery, the shipping ticket from the refinery shall certify the type and amount of LAS added.

**39-1.02E Aggregate:** The aggregate grading of the various types of asphalt concrete shall conform to one of the following as directed by the Engineer:

Surface or Leveling Course.....½-inch Coarse HMA Type A

Base Course.....¾-inch HMA Type A

Aggregates should be of high abrasion resistance and durability. Excessively soft and friable aggregates are not allowed.

The specified aggregate gradation must be determined before the addition of asphalt binder and includes supplemental fine aggregate.

The proposed aggregate gradation must be within the TV limits for the specified sieve sizes shown in the following tables:

**Aggregate Gradation  
(Percentage Passing)  
HMA Types A**

3/4-inch HMA Type A

Sieve sizes	TV limits	Allowable tolerance
1"	100	--
3/4"	95–100	TV ± 5
3/8"	65–80	TV ± 5
No. 4	49–54	TV ± 5
No. 8	36–40	TV ± 5
No. 30	18–21	TV ±5
No. 200	2.0–8.0	--

1/2-inch Coarse HMA Type A

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	—
1/2"	94–100	--
3/8"	70–90	--
No. 4	55–61	TV ± 5
No. 8	40–45	TV ± 5
No. 30	20–25	TV ± 5
No. 200	2.0–8.0	--

Before the addition of asphalt binder and lime treatment, aggregate must have the values for the quality characteristics shown in the following table:

Quality characteristic	Test method	HMA Type A
Percent of crushed particles Coarse aggregate (% min.) One fractured face	California Test 205	90
Two fractured faces		75
Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face		70
Los Angeles Rattler (% max.) Loss at 100 rev.	California Test 211	10
Loss at 500 rev.		45
Sand Equivalent (min.) <sup>a</sup>	California Test 217	50 <sup>b</sup>
Fine aggregate angularity (% min.)	California Test 234	45
Flat and elongated particles (% max. by weight @ 5:1)	California Test 235	10

<sup>a</sup> Reported value must be the average of 3 tests from a single sample.

<sup>b</sup> Minimum Sand Equivalent of 45 for asphalt concrete base.

**39-1.02F Reclaimed Asphalt Pavement:** Reclaimed Asphalt Pavement (RAP) may be used at your option. If RAP is used, you shall provide the proposed mix design and the quality control for all HMA that includes RAP, in accordance with the following requirements:

1. You shall provide City with a mix design per California Test 384 for the proposed RAP HMA.

2. As part of City's evaluation of RAP HMA, you and City shall perform bitumen ratio tests on at least six split samples of your RAP to establish correlation between respective binder ignition ovens.
3. RAP shall be processed from reclaimed Asphalt Concrete pavement only.
4. RAP pile(s) shall be separate from the stacker pile, not intermingled with other materials, and stored on smooth surfaces free from debris and organic material.
5. The project RAP pile shall be processed and mixed, identified, and of adequate quantity for the proposed project. "Live" piles shall not be permitted.
6. You shall sample the RAP pile and determine the bitumen ratio (using same binder ignition oven used in #2 above) and provide the test results to the City at least one week prior to producing RAP HMA.
7. A minimum of three samples shall be tested for bitumen ratio for RAP pile of 1500 tons, or portion thereof.
8. RAP pile shall be mixed such that individual bitumen ratio test results of RAP pile so not vary more than +/- 0.5%.
9. During RAP HMA production, RAP shall be sampled by you off of the belt (into the batch plant), per method established by the City, and samples provided to the City.
10. Bitumen ratio of RAP sampled off of the belt shall be 4.0% minimum, as determined by City binder ignition oven. City shall select binder content for RAP HMA mix per Specifications.
11. RAP content shall be no more than 20% by dry aggregate mass in the HMA. If proposing a change in the RAP content, you shall notify the Engineer. If the content changes more than 5%, you shall submit a new mix design.
12. Moisture content of RAP pile shall be 4.0% maximum and shall be tested the day prior to the day of paving and tested/monitored during each day of HMA production.
13. RAP pile(s) shall be protected from exposure to moisture.
14. RAP HMA shall comply with all the specifications for HMA.
15. If batch mixing is used, RAP shall be kept separate from the virgin aggregate until both ingredients enter the weigh hopper or pugmill. After introduction to the pugmill and before asphalt binder is added, the mixing time for the virgin aggregate and RAP shall not be less than five seconds. After asphalt binder is added, the mixing time shall not be less than 30 seconds.
16. If continuous mixing is used, the RAP shall be protected from direct contact with the burner flame with a device such as a shield, separator, or second drum.
17. If any of the above criteria are not satisfied, or if the RAP HMA test result determined by the City are inconsistent, RAP HMA production shall stop for City projects until the issue(s) are corrected.

### **39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS:**

#### **39-1.08 Production**

#### **39-1.03E Job Mix Formula Verification: (Not Applicable)**



**39-1.08A General:** During production, with approval of the Engineer, you may adjust hot or cold feed proportion controls for virgin aggregate and RAP.

**39-1.12 Smoothness**

**39-1.12A General:** Determine HMA smoothness with a straightedge. The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by you.

**39-3.02A Testing:** The acceptance testing requirement for Sand Equivalent shall be 50 (minimum) for asphalt concrete surface and 45 (minimum) for asphalt concrete base. HMA shall meet the following requirements.

Aggregate Micro-Deval (ASTM D6928-10) <sup>1</sup>	Tensile Strength Ratio, TSR (ASTM D7870) <sup>2</sup>
≤16.0%	Not Required
16.1-18.0%	70 (minimum)
18.1-21.0%	80 (minimum)

<sup>1</sup> Asphalt concrete with an aggregate Micro-Deval loss greater than 21.0% shall be removed and replaced at your expense. In addition, no single source of asphalt concrete aggregate shall have a Micro-Deval loss greater than 21.0%.

<sup>2</sup> TSR testing shall be performed on re-compacted asphalt concrete (per ASTM D7870), obtained from field cores, and tested within 30 days of asphalt concrete placement. Specimens tested shall include 1 unconditioned sample, and 2 conditioned samples as follows:

- a) 20.0 hour Adhesion cycle @ 60°C
- b) 3500 cycles @ 40 psi and 60°C

A single TSR test shall not represent more than 750 tons of asphalt concrete. Asphalt concrete not meeting the above requirements shall be removed and replaced at your expense.

**39-3.04 Transporting, Spreading, and Compacting:** Numbers of coverages. Test sections shall be approved on the basis of the attainment of 93% relative compaction and a satisfactory surface condition following final rolling. The number of coverages required shall be the minimum number required to obtain 93% relative compaction. Relative density shall be the ratio of in-place density (ASTM Test Method D2950) to test maximum density (California Test 309, Method of Test for Determining Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt) determined during production paving.

HMA surface and base shall not be placed during rainy weather or on a wet surface. HMA shall not be placed when the atmospheric temperature is below fifty (50) degrees Fahrenheit or conditions indicate it will drop below fifty (50) degrees Fahrenheit before the material can be satisfactorily compacted. HMA base shall not be placed when the atmospheric temperature is below forty (40) degrees Fahrenheit or conditions indicate it will drop below forty (40) degrees Fahrenheit before the material can be satisfactorily compacted.

The compacted thickness of asphalt concrete layers shall be as directed by the Engineer. The normal minimum and maximum compacted lift thickness for HMA surfacing are 0.17' to 0.25' respectively. The normal minimum and maximum compacted lift thickness for HMA base are .025' to 0.50' respectively.

The temperature of the HMA shall be specified by the Engineer. Unless lower temperatures are specified by the Engineer, all mixtures shall be spread, and the first coverage of initial or breakdown compaction shall be performed, when the temperature of the mixture is not less than 250°F at mid-depth, and all breakdown compaction shall be completed before the temperature of the mixture drops below 200°F at mid-depth. Additional rolling equipment shall be required, or the rate of spread shall be reduced to permit compliance with this requirement

The HMA may be cored during paving of the test sections, and the in-place density for each test section shall be the average of three core densities determined per California Test 308.

**39-6 Payment: Roadway Excavation and Asphalt Concrete Surface** shall be paid for at the contract price per **ton**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in removing and placing asphalt concrete surface and overlay, including tack coat and overlay conforms, grinding and reconstructing speed bumps, and no additional allowance shall be made therefor.

**Asphalt Repair/Digout** shall be paid for at the contract price per **ton**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in placing asphalt concrete base, including tack coat and temporary tapers, and no additional allowance shall be made therefor.

[Version: 09/25/2019 CDA STD2018]

## 51 CONCRETE STRUCTURES

**51-7.01A General:** Minor concrete structures are pipe headwalls, end walls, drainage inlets, and manholes.

Concrete shall be cured in accordance with Section 90-1.03B of the Standard Specifications.

Minor Concrete shall conform to the provisions of Section 90-2 of the Standard Specifications.

Placing of concrete under water will not be permitted.

**51-7.01D Payment:** **Storm Drain Catch Basin Repair** shall be paid for at the contract price **each** for the type of structure indicated on the plans. Metal frames and covers or frames and grates are included in the payment for Minor Structures. The City shall provide at no cost to the contractor two (2) curb opening catch basin tops.

**51-7.01E Storm Drain Scoped Work Inventory Locations:** Scope of work shall include the following locations and scope of work for concrete structures.

City Asset #	Street	Nearest Cross Street	Plan Number	Scope of Work
SDCAT005379	NW Corner Deer Park Dr.	Sleepy Hollow Dr.	13	Replace damaged curb opening catch basin top to City structure SDCAT005379 consistent with City STD-402 with at least two ½" steel dowels on two opposing sides and grout joint.
SDCAT003510	SE Corner Stony Oak Ct.	Fir Ridge Dr.	25	Replace damaged curb opening catch basin top and reattach to adjoining storm drain gallery to City structure SDCAT003510 consistent with City STD-402 with at least two ½" steel dowels on two opposing sides and grout joint.

## 73 CONCRETE CURBS AND SIDEWALKS

**73-1.01 General:** This work shall consist of curbs, gutters, sidewalks, and curb ramps, and shall be constructed in accordance with the details and at the location detailed in these Special Provisions and in conformance to the requirements of California Building Codes 11B-406.2, 11B-406.3 and 11B-406.5

**73-2.03 Construction:** Curb construction shall be in accordance with Section 73-1.05 of the City Standards and shall be constructed at the location detailed in these Special Provisions.

Curb and gutter shall be constructed per City STD-241.

All concrete which is to be removed from curb, gutter, and driveway areas shall be removed to the nearest construction joint or as directed by the Engineer.

Curb and gutter and sidewalk shall be cured in accordance with the requirements of Section 90-1.03B of the Standard Specifications except that you may substitute a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from the curb and gutter by sandblasting prior to acceptance by the Engineer. Cement mortar shall not be an acceptable substitute for sandblasting. Vandalism to uncured concrete surface shall be removed. If it cannot be removed from the surface, then the vandalized concrete shall be removed and replaced to the nearest scoremark.

Curb Ramp shall be constructed at the locations detailed in these special provisions, per California Building Codes 11B-406.2, 11B-406.3 and 11B-406.5 and Caltrans Standard Plan A88A, except the thickness shall be 4" minimum. For purposes of payment, sidewalk, behind sidewalk curb, and detectable warning surface shall be included in the square foot cost for Curb Ramp.

Curb Ramp detectable warning surface shall consist of raised truncated domes in accordance with the applicable provisions of section 73 of the City Specifications and these Special Provisions. The detectable warning surface shall be Armor-Tile cast-in-place and surface applied detectable warning surface or approved equal. The color of the detectable warning surface shall be **Yellow** Detectable warning surface shall be included in the price for curb ramp, except as noted in Section 73-3.05 Curb Ramp Inventory Table.

The detectable warning surface tiles shall be protected from concrete spatter while installing the cast-in-place detectable warning surface into the PCC sidewalk by a temporary 4 mil plastic sheeting or approved equal.

The finished surfaces of the detectable warning surface shall be free from blemishes. No cutting of the tiles shall be allowed. Installation shall be per manufacturer's instructions or as directed by the engineer.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

Curb Ramp locations are described in the table at the end of Section 73 of these Special Provisions. Curb ramps with existing domes shall be preserved and remain in place. You are responsible to correctly interpret the CBC Codes and construct each curb ramp per specified type.

**73-3.03 Sidewalk, Gutter Depression, Curb Ramp, and Curb and Gutter Construction:** Sidewalk, gutter depression, curb ramp, and curb and gutter shall be constructed in conformance to the requirements of Section 73-1.07 of the City Specifications with the following modifications and additional requirements.

All concrete which is to be removed from sidewalk and driveway areas shall be removed to the nearest transverse score mark across the full width of sidewalk or construction joint or as directed by the Engineer.

Soft or spongy base or subgrade material shall be removed and replaced with suitable material as required by the Engineer.

Sidewalks, gutter depression, curb ramps, and curb and gutter shall be cured in accordance with the requirements of Section 90-1.03B of the Standard Specifications except that you may substitute other than pigmented sealer upon approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from the Sidewalks, gutter depression, median curb, curb ramps, and driveways by sandblasting prior to acceptance by the Engineer. Cement mortar shall not be an acceptable substitute for sandblasting. Vandalism to uncured concrete surface shall be removed. If it cannot be removed from the surface, then the vandalized concrete shall be removed and replaced to the nearest scoremark.

Gutter Depression shall be constructed in accordance with City STD-243 Standard Valley Gutter.

**73-3.04 Payment:** **Curb and Gutter** shall be paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing and applying curing materials, forming and constructing curb openings for driveways, removing discoloring, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing curb and gutter complete in place as specified, including furnishing and placing expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

**Curb Ramp** shall be paid for at the contract price per **square foot**, which price shall include full compensation for furnishing and applying curing materials, removing discoloring, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing curb ramp complete in place as specified, including furnishing and placing expansion joint filler, constructing weakened plane joints, detectable warning surface, retaining curb at back of sidewalk, excavating, and backfilling.

**Valley Gutter** shall be paid for at the contract price per **square foot**, which price shall include full compensation for furnishing and applying curing materials, removing discoloring, furnishing all labor, materials, tools, and equipment, and doing all the work involved in constructing valley gutter complete in place as specified, including furnishing, and placing expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

## 78-2 SURVEY MONUMENTS

**78-2.01 General:** Survey monument work shall be in accordance with the requirements of the Standard Specifications, City Standards details STD-280 to STD-282, and these Special Provisions.

You are responsible for the preservation and/or perpetuation of all existing survey monuments including, but not limited to, chiseled crosses and/or slashes in concrete; tack in lead in concrete; washers and brass tags in concrete; iron pipes; railroad spikes; brass disks in centerline well monuments; and brass disks in concrete, in accordance with Section 8771 of the California Business and Professions Code and Section 1810.5 of the California Streets and Highways Code.

The depths of 535 survey monuments that lie within the limits of the 0.45' mill have been measured and their locations have been recorded by the City. All those survey monuments shallow enough to be damaged or destroyed by the 0.45' mill will be "tied-out" by the City before milling begins and be noted in the field as "tied-out". If milling deeper than 0.45' or deep dig-outs in areas containing monuments not that are "tied out," you shall notify the Engineer before milling begins.

You shall replace damaged or destroyed monuments per City Standards at the contractor's expense. Existing components of existing monuments may not be used. The exact location of the monument will be established by the Engineer. The monument will be approved after it is constructed then center point stamped by the Engineer.

**78-2.04 Payment: Install Survey Monuments** shall be paid for at the contract price per **each**, which price shall include full compensation for including remove and reset, shall be paid for under Section 15-2.05 and 15-2.12C, which shall include full compensation for furnishing all labor, materials, tools, and equipment. Furthermore, this unit price shall include all associated work involved in constructing the monuments, including, removal of existing monuments disturbed during construction.

[Updated: 12/19/2019 CDA STD2018]

## 81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

**81-3.01 General:** Raised pavement markers shall be placed at the locations shown on the Plans and in accordance with the applicable provisions of Section 81, 82, and 84 of the Standard Specifications, these Special Provisions, and the City of Santa Rosa Traffic Standards. Attention is directed to CAMUTCD and Section 15 "Existing Facilities" of these Special Provisions.

Prior to existing stripe removal, you shall layout reference markings indicating locations of all permanent markings to be replaced in kind except for streets shown in the table in Section 15-2.02M. Plans showing location and details of existing pavement markers are not available and you shall be responsible for accurate replacement

**81-3.02 Materials:** All raised pavement markers (RPMs) shall conform to the most current State Specifications.

**81-3.02C Retroreflective Pavement Markers:** Blue reflective raised pavement markers are to be placed per City STD -857 for each fire hydrant within the construction limits of the project. Where a hydrant, whether existing or new, is located at the corner of two streets, a blue RPM shall be placed in each street.

Left edgeline shall be installed per State CSP A20B Detail 26 with reflective pavement markers around median islands and paid for as each reflective pavement marker installed.

**81-3.03 Construction:** Existing raised pavement markers to remain, which are damaged by the Contractor, shall be replaced as determined by the Engineer, at the Contractor's expense. This includes areas outside the immediate project limits.

The exact locations and limits of raised pavement markers will be determined in the field by the Engineer.

You shall provide, install and maintain temporary markers on the same day that the existing permanent markers are removed, or as directed by the Engineer, and maintain this delineation until new permanent markers are in place. Temporary markers on non-ground surfaces shall be plastic adhesive retroreflective delineators.

Existing raised pavement markers conflicting with the proposed striping shall be removed immediately prior to placement of new markers.

Existing raised pavement markers to remain, which are damaged by the Contractor, shall be replaced.

Holes left in the pavement due to the removal of raised pavement markers shall be filled with enough adhesive to replace any asphalt which comes off with the removal of the pavement marker, leaving a level driving surface.

Temporary markers shall be removed or cut flush to the grade of the new pavement surface and to the satisfaction of the Engineer immediately prior to installing permanent markers.

**81-3.04 Payment: Retroreflective Pavement Markers** shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in placing raised pavement markers, complete in place, including adhesives, removing existing pavement markers, and no additional allowance shall be made therefor.

# 84 MARKINGS

## 84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

### 84-2.01 GENERAL

**84-2.01A Summary:** Attention is directed to Section 12 “Temporary Traffic Control” and Section 15 “Existing Facilities” of these Special Provisions. Traffic stripes and pavement markings shall conform to the applicable provisions of Section 84 and Section 85 of the Standard Specifications, The City Traffic Standards, CAMUTCD, and these Special Provisions and shall be placed at the locations shown on the Plans.

You shall provide and install temporary retro-reflective pavement markings on the same day as the existing permanent markings are removed or destroyed, or as directed by the Engineer, and maintain them until the new permanent markings are in place in accordance with Section 15-2.02 of these Special Provisions.

Prior to existing striping removal, you shall layout reference markings indicating locations of all pavement markings to be replaced in kind except locations shown in the table in Section 15-2.02M. Plans showing locations and details of existing pavement markings are not available and you shall be responsible for accurate replacement.

Temporary striping on all ground surfaces shall be paint (white and/or yellow) with retro-reflective glass beads, temporary reflective tape, or an approved equivalent and shall be installed the same day as the existing permanent striping is removed, or as directed by the Engineer. Temporary striping shall be maintained until new permanent striping is in place.

Temporary markers shall be removed or cut flush to the grade of the new pavement surface and to the satisfaction of the Engineer immediately prior to installing permanent markings.

Full compensation for temporary markings shall be considered as included in the price paid for various contract items of work involved and no additional compensation will be allowed therefor.

All thermoplastic shall be white except where shown on the plans or previously existed. No additional compensation will be made for yellow thermoplastic.

You shall remove all existing traffic striping and pavement marking in conflict with proposed improvements, as shown on the Plans, and as directed by the Engineer, and shall be responsible for the proper disposal of their grindings away from site work.

Existing stripes and pavement markings to remain, which are damaged by the work, including oil tracking, shall be replaced at your expense. This includes areas outside the immediate project limits.

Painted curbs which are damaged or replaced as part of the work shall be repainted to match existing conditions.

Following completion of roadway striping application, you shall sweep and vacuum all lines and markings where retroreflective beads have been applied. There shall be no loose accumulation of beads left on the roadway after application.



**84-2.03C Application:** Existing crosswalks, within the slurry limits, at locations without stop control (mid-block crossings) shall be re-installed as “Continental” style per CAMUTCD Section 3B.17, Figure 3B-16 as shown on the plans.

**84-2.03C(2)(b) Extruded Thermoplastic:** 12-Inch Thermoplastic, 8-Inch Thermoplastic Channelizing, 6-Inch Thermoplastic Bike Lane Marking, 4-Inch Thermoplastic Edge Line Marking, Lane Line, Double Yellow Centerline, Thermoplastic Legends and Symbols, and Thermoplastic Turn Arrows shall be extruded thermoplastic. Extruded thermoplastic material shall be PTH-02ALKYD. No additional compensation shall be made for yellow thermoplastic.

Double Yellow Centerline shall be 4-Inch stripes with reflective pavement markers similar to Detail 22 and 32 of the 2010 State Standard Plans.

Single Yellow Centerline and Lane Lines shall be 4-Inch stripes with reflective pavement markers similar to Detail 2 and 9 of the 2010 State Standard Plans.

**84-2.04 Payment: 12”, 8”, 6”, and 4” Thermoplastic Traffic Stripes** to be paid for will be determined by measuring the length of traffic stripes as measured in the field in **linear foot**. No deductions will be made for gaps in traffic striping. A 4-inch traffic stripe is measured as one traffic stripe. A 6-inch traffic stripe is measured as one traffic stripe.

**Thermoplastic Double Yellow Centerline** and Single Yellow Centerline will be measured in **linear foot** along the center of the detail in place and measured as one traffic stripe and include payment for reflective raised pavement markers.

**Thermoplastic Legends and Symbols** to be paid for per **square foot**.

**Thermoplastic Arrows** to be paid at the contract unit price **each**.

**84-2.05 Green Preformed Thermoplastic Bike Lane Marking:** Green Preformed Bike Lane Markings shall meet requirements of FHWA Interim Approval IA-14 and Chromaticity Requirements for Green-Colored Pavement as outlined in FHWA Interpretation Letter 9(09)-86(I). Green Bike Lane Markings shall have a minimum thickness of 90mil and skid resistance of greater than 45 BPN when tested according to ASTM E 303. Green Bike Lane Markings shall be installed in 5’ by 4’ rectangles, centered within the dashed bike lane markings, with the 5’ dimension perpendicular to the direction of travel and the 4’ dimension parallel to the direction of travel. Install Green Preformed Thermoplastic Bike Lane Marking per the manufacturer recommendations.

**84-2.06 Payment: Green Preformed Thermoplastic Paint** bike lane marking will shall be paid for at the price per **square foot** to be determined by the actual area of pavement marking applied. This item may be eliminated in its entirety or quantity may be modified more than 25%.

## 86 ELECTRICAL SYSTEMS

### **86-1 General**

**86-1.01 Description:** The Contractor shall furnish and install or modify traffic signal system(s) in conformance with the applicable provisions of Section 86, "Electrical Systems", of the Standard Specifications, Standard Plans, the City Traffic Standards, these special provisions, and as directed by the Engineer.

**86-1.07 Scheduling of Work:** Scheduling of work shall conform to Section 86-1.07 of the Standard Specifications.

### **86-2 Materials and Installation**

**86-2.02 Removing and Replacing Improvements:** Concrete removal shall conform to the applicable provisions of Section 15-3 of the Standard Specifications and these Special Provisions.

All concrete to be removed shall be disposed of by the Contractor away from the site of the work. Burying of broken concrete within the limits of the project will not be allowed.

All concrete which is to be removed from sidewalk, curb, gutter, and driveway slab areas shall be removed to the nearest score mark or construction joint as directed by the Engineer.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance will be made for the removal of such steel.

All sidewalk and curb and gutter which are removed shall be reconstructed in accordance with Section 73 of the City of Santa Rosa Construction Specifications.

### **86-5 Detectors**

**86-5.01A Inductive Loop Detectors:** Inductive loop detectors shall conform to Part IV-H of the City Traffic Standards.

Detector handholes shall be Type A installed per State STD.-ES-5D.

Any existing traffic signal detectors shown on the plans to remain that are damaged shall be replaced at the Contractor's expense within five working days or as directed by the Engineer.

**86-8.10 Payment:** **Traffic Signal Detector Loops** to be installed as shown on the plans shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, material, tools, equipment, and doing all work involved, including sawcutting the pavement, furnishing and installing cable and epoxy sealant, connecting to the traffic signal controller and testing, and no additional allowance will be made therefor.

**Type A Detector Handholes** shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, material, tools, equipment, and doing all work involved including excavation and backfilling and connecting to the detector lead-in cable, and no additional allowance will be made therefor.

## 90 CONCRETE

**90-1.01C(6) Mix Design:** The proportions of the water, sand and aggregate shall be regulated so as to produce a plastic, workable and cohesive mixture.

**90-1.01D(2) Cementitious Material Content:** Concrete shall contain a minimum of 564 pounds of cementitious material per cubic yard. The amount of cement by weight of the specified cementitious material shall be 75 to 85 percent.

**90-1.01D(5) Compressive Strength:** The 28 day compressive strength of concrete shall be 4000 pounds per square inch (psi) or greater.

**90-1.01D(6) Curing Compound:** Concrete shall be cured per Section 90-1.03B of the Standard Specifications. Pigmented curing compound or any other material that will leave a noticeable residue shall not be allowed.

**90-1.02E(2) Chemical Admixtures:** An admixture shall not be used to reduce the amount of cementitious material content.

## 121 NOTIFICATION

**121-1.01:** You shall notify the Engineer of any work to be performed on any given work day either on the afternoon of the prior working day or before 8:30 a.m. on the given working day. Any work completed for which the Engineer has not received prior notification of its scheduling MAY NOT BE ACCEPTED FOR PAYMENT.

**121-1.02:** You shall notify in writing all residents and business owners (if applicable) 3 weeks in advance of any construction work on their street or in front of their homes or businesses. You shall notify: what type of work will be taking place, at what time, how long, and the potential impacts it will have on them. The notice shall also contain a map of the work sequence detailing dates and times of each portion of roadway to be sealed. A copy of the proposed notification and maps shall be submitted to the Engineer prior to distribution for review and approval.

Seventy-two (72) hours prior to work, you shall follow up the initial 3 week notification by placing door hangers at the residences and businesses on the affected streets, including each individual apartment in multi-dwelling units, stating what type of work is taking place, what time the work will begin, how long it will take, when, where, and how parking will be restricted, road closures and/or detours, and the potential impacts it will have. Provide a map for any approved detour. The notice shall inform all recipients that they will be allowed access to their property at all times. The notice shall also request that cars be parked out of the roadway by 7:30am and shall have contact information for the following personnel: Contractor's onsite Supervisor, Contractor's Project Manager and the City of Santa Rosa's onsite Inspector. A copy of the proposed notification shall be submitted to the Engineer prior to distribution for review and approval.

If loading or unloading of equipment and/or materials has the possibility to impact access to private property, the Contractor shall notify and coordinate this work with the business or resident.

The Contractor shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at 543-3535 **and** the Communications Center at 543-3666 **daily** to report any traveled way closure. This means immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

The Contractor shall notify Santa Rosa City Bus at (707) 543-3922, the local Postal Service at (707) 526-0113 and Santa Rosa Recycling and Collection at (707) 586-8234 at least 5 calendar days prior to any lane closures or restrictions in turning movements.

If unanticipated work requires the Contractor to access private property the Contractor shall first notify the business or resident and the Engineer, and all work shall be coordinated through the Engineer or their representative.

All written notices to residents or businesses shall be submitted to the Engineer for approval prior to distribution. The Engineer shall be allowed two working days to review notices.

If the work is not completed on the day scheduled, you shall re-notify and re-post the affected streets as stated above. All notices or correspondence shall be approved by the Engineer.

See Section 12-4.02 "Closure Requirements" of these Special Provisions for additional requirements.

**121-3.01 Payment:** Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

## 124 MATERIAL RECYCLING

**124-1.01 Description:** The Contractor shall dispose of all Portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

All other excess materials from the project shall become the property of the Contractor and shall be disposed of by him, at his expense.

**124-1.02 Payment:** Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

[Version: 11/6/14CDA STD2010]

**EXHIBIT 1**  
*of the SPECIAL PROVISIONS*  
**CURB RAMP INVENTORY TABLE**

## CURB RAMP INVENTORY TABLE

Ramp #	Cross Street 1	Cross Street 2	Quadrant	Caltrans Case
1	Skyview Dr	Willowview Ct	SW	A
2	Skyview Dr	Willowview Ct	SE	A
3	Skyview Dr	Miller Dr	NW	B
4	Skyview Dr	Miller Dr	SW	B
5	Skyview Dr	Skyview Ct	NE	B
6	Skyview Dr	Skyview Ct	SE	B
7	Skyview Dr	Starview Dr	NW	B
8	Skyview Dr	Starview Dr	SW	B
9	View Ct	Starview Dr	NE	A
10	View Ct	Starview Dr	NW	"B", possibly a case "A"
11	Ridgecrest Ct	Starview Dr	NE	A
12	Ridgecrest Ct	Starview Dr	NW	A
13	Crestview Dr	Starview Dr	NE	A
14	Crestview Dr	Starview Dr	NW	B
15	Crestview Dr	Starview Dr	SW	A
16	Crestview Dr	Starview Dr	SE	A
17	Crestview Dr	Crestview Ct	SE	"B", possibly a case "A"
18	Crestview Dr	Crestview Ct	NE	"B", possibly a case "A"
19	Crestview Dr	Miller Dr	SE	A
20	Crestview Dr	Miller Dr	NE	B
21	Crestview Dr	See Sheet 2 of Exhibit: A for location	SE	A
22	Hemlock St	See Sheet 2 of Exhibit: A for location	SW	A
23	Hemlock St	Tuliptree Rd (N)	SW	A
24	Hemlock St	Tuliptree Rd (N)	SE	A
25	Hemlock St	bend (west)	SE	B
26	Hillary Ct	Hopper Ave	NE	A
27	Hillary Ct	Hopper Ave	NW	A
28	Hillary Ct	Hopper Ave	SE	A
29	Hillary Ct	Hopper Ave	SW	A
30	Mocha Ln	Hopper Ave	NE	A
31	Mocha Ln	Hopper Ave	SW	A
32	Mocha Ln	Hopper Ave	SE	A
33	Perk Pl	Hopper Ave	NE	A
34	Perk Pl	Hopper Ave	NW	A
35	Mocha Ln	Keoke Ct	SW	A
36	Mocha Ln	Keoke Ct	NW	A
37	Mocha Ln	Brandee Ln	SW	A
38	Mocha Ln	Brandee Ln	NW	A
39	Espresso Ct	Brandee Ln	NE	A
40	Espresso Ct	Brandee Ln	NW	A
41	Espresso Ct	See Sheet 2 of Exhibit: A for location	SE	A
42	Mocha Ln	Kona Pl	SE	A
43	Mocha Ln	Kona Pl	NE	A
44	Mocha Ln	Dennis Ln	SE	A
45	Mocha Ln	Dennis Ln	SW	A

46	Hemlock St	Hemlock Ct	NE	Install domes only
47	Hemlock St	Hemlock Ct	SE	B
48	Hemlock St	Tuliptree Rd (W)	NE	"B", possibly a case "A"
49	Hemlock St	Tuliptree Rd (W)	SE	A
50	Hemlock St	Dogwood Dr	NW	"B", possibly a case "A"
51	Hemlock St	Dogwood Dr	NE	A
52	Pinyon St	Dogwood Dr	SW	A
53	Pinyon St	Dogwood Dr	SE	A
54	Sweetgum St	Dogwood Dr	SW	Install domes only
55	Sweetgum St	Dogwood Dr	SE	A
56	Dogwood Dr	Banyan St	NE	A
57	Dogwood Dr	Banyan St	SE	A
58	Banyan Pl	Banyan St	NE	A
59	Banyan Pl	Banyan St	SE	A
60	Sweetgum St	Cashew Rd	NW	B
61	Sweetgum St	Cashew Rd	SW	B
62	Sweetgum St	Sweetgum Ct	NW	"A" with valley gutter
63	Sweetgum St	Sweetgum Ct	SW	B
64	Pinyon St	Cashew Rd	SE	A
65	Pinyon St	Cashew Rd	NE	B
66	Coffey Ln	Berwick Ct	NE	A
67	Coffey Ln	Berwick Ct	SE	A
68	Mocha Ln	Amanda Pl	NE	A
69	Mocha Ln	Jenna Pl	NW	A
70	Mocha Ln	Jenna Pl	SW	A
71	Mocha Ln	Dogwood Dr	NW	A
72	Dogwood Dr	See Sheet 3 of Exhibit: A for location	SE	B
73	Coffey Ln	Pine Meadow Dr	NW	A
74	Coffey Ln	Pine Meadow Dr	SW	A
75	Pine Meadow Pl	Pine Meadow Dr	NW	A
76	Pine Meadow Pl	Pine Meadow Dr	NE	A
77	San Sonita Pl	Pine Meadow Dr	NW	A
78	San Sonita Pl	Pine Meadow Dr	NE	B
79	San Sonita Pl	Pine Meadow Dr	SW	A
80	San Sonita Pl	Camino Del Prado	NE	A
81	San Sonita Pl	Camino Del Prado	NW	"A" with valley gutter
82	Coffey Meadow Dr	Camino Del Prado	NE	A
83	Coffey Meadow Dr	Pine Meadow Dr	NE	B
84	Dogwood Dr	Pine Meadow Dr	NW	B
85	Dogwood Dr	Pine Meadow Dr	NE	B
86	Sumatra Dr	Kerry Ln	NW	A
87	Sumatra Dr	Kerry Ln	NE	A
88	Sumatra Dr	Nina Ct	SE	A
89	Sumatra Dr	Nina Ct	NE	A
90	San Sonita Dr	San Miguel Rd	SW	"B" with valley gutter
91	San Sonita Dr	San Miguel Rd	SE	B
92	San Sonita Dr	San Marcos Dr	NW	B
93	San Sonita Dr	San Marcos Dr	SW	B
94	San Sonita Dr	San Salvador Dr	NW	B
95	San Sonita Dr	San Salvador Dr	SW	B
96	Santiago Dr	San Salvador Dr	NE	B



97	Santiago Dr	San Salvador Dr	SE	B
98	Santiago Dr	See Sheet 4 of Exhibit: A for location	SW	B
99	Santiago Dr	See Sheet 4 of Exhibit: A for location	SE	B
100	San Sonita Dr	Santiago Dr	NW	B
101	San Sonita Dr	Santiago Dr	SW	B
102	San Sonita Dr	Sansone Dr	NE	B
103	San Sonita Dr	Sansone Dr	SE	B
104	Sansone CT	Sansone Dr	NW	B
105	Sansone CT	Sansone Dr	NE	B
106	Coffey Ln	Sansone Dr	NW	"B" with valley gutter
107	Coffey Ln	Sansone Dr	SW	A
108	Coffey Ln	Walnut Creek Ct	SW	C
109	Coffey Ln	Walnut Creek Ct	NW	A
110	Walnut Grove St	Walnut Creek Ct	NE	A
111	Walnut Grove St	Walnut Creek Ct	NW	A
112	Walnut Grove St	San Miguel Rd	SE	A
113	Walnut Grove St	San Miguel Rd	SW	A
114	Hennessy Pl	Brandee Ln	NE	A
115	Hennessy Pl	Brandee Ln	NW	A
116	Hennessy Pl	Brandee Ln	SE	A
117	Hennessy Pl	Brandee Ln	SW	A
118	Crimson Ln	Brandee Ln	NE	A
119	Crimson Ln	Brandee Ln	NW	A
120	Crimson Ln	Brandee Ln	SE	A
121	Crimson Ln	Brandee Ln	SW	A
122	Vermillion Ln	See Sheet 5 of Exhibit: A for location	SW	A
123	Vermillion Ln	See Sheet 5 of Exhibit: A for location	SE	A
124	Vermillion Ln	Brandee Ln	NE	A
125	Vermillion Ln	Brandee Ln	NW	A
126	Crimson Ln	See Sheet 5 of Exhibit: A for location	NW	A
127	Kerry Ln	Crimson Ln	NE	A
128	Kerry Ln	Crimson Ln	SE	A
129	Elwin Ln	Brandee Ln	NE	A
130	Elwin Ln	Brandee Ln	NW	A
131	Elwin Ln	Brandee Ln	SE	A
132	Elwin Ln	Brandee Ln	SW	A
133	Windrose Ln	Brandee Ln	NE	A
134	Windrose Ln	Brandee Ln	NW	A
135	Windrose Ln	Brandee Ln	SE	A
136	Windrose Ln	Brandee Ln	SW	A
137	Windrose Ln	See Sheet 5 of Exhibit: A for location	NW	A
138	Windrose Ln	Barnes Rd	NE	A
139	Windrose Ln	Barnes Rd	SE	A
140	Rita Pl	Hopper Ave	NE	A
141	Rita Pl	Hopper Ave	NW	A
142	Jessica Pl	Hopper Ave	SW	A
143	Jessica Pl	Hopper Ave	SE	A
144	Scarlet Pl	Hopper Ave	SW	A

145	Scarlet Pl	Hopper Ave	SE	A
146	Sumatra Dr	Hopper Ave	SE	A
147	Sumatra Dr	Hopper Ave	SW	A
148	Barnes Rd	Hopper Ave	NE	A
149	Randon Way	Hopper Ave	SW	A
150	Randon Way	Hopper Ave	SE	A
151	Randon Way	Hopper Ave	NE	A
152	Randon Way	Hopper Ave	NW	Construct "A" utilizing existing landing
153	Kerry Ln	Hopper Ave	NW	Construct "A" utilizing existing landing
154	Kerry Ln	Hopper Ave	NE	A
155	Kerry Ln	Hopper Ave	SW	A
156	Kerry Ln	Hopper Ave	SE	A
157	Blake Pl	Kerry Ln	NW	A
158	Blake Pl	Kerry Ln	NE	A
159	Santiago Dr	Kerry Ln	SW	A
160	Santiago Dr	Kerry Ln	SE	A
161	Santiago Dr	Waring Ct	NW	A
162	Santiago Dr	Waring Ct	NE	A
163	Santiago Dr	Waring Ct	SE	A
164	Santiago Dr	Waring Ct	SW	A
165	Santiago Dr	Shelbourne Way	NW	A
166	Santiago Dr	Barnes Rd	NE	B
167	Santiago Dr	Barnes Rd	NW	A
168	Santiago Dr	Barnes Rd	SW	A
169	Coffey Meadow Dr	Pine Meadow Dr	NW	B
170	Coffey Meadow Dr	Pine Meadow Dr	SW	B
171	Coffey Meadow Dr	Camino Del Prado	NW	A
172	Santiago Dr	Camino Del Prado	NW	A
173	Santiago Dr	Camino Del Prado	NE	A
174	Camino Del Prado	Barnes Rd	SE	A
175	Camino Del Prado	Barnes Rd	SW	A
176	Monticello Ct	Barnes Rd	NW	A
177	Monticello Ct	Barnes Rd	NE	A
178	Santiago Dr	San Miguel Rd	NE	A
179	Santiago Dr	San Miguel Rd	SE	B
180	Santiago Dr	San Miguel Rd	SW	B
181	Santiago Dr	San Marcos Dr	NE	B
182	Santiago Dr	San Marcos Dr	SE	B
183	Coffey Ln	San Miguel Rd	NW	"C", existing asphalt sidewalk
184	Coffey Ln	San Miguel Rd	SW	A
185	Coffey Ln	Dogwood Dr	SE	A
186	Waltzer Rd	Pinercrest Dr	NW	"A", repair cracks around SD catch basin
187	Waltzer Rd	Pinercrest Dr	SE	A
188	Waltzer Rd	Pinercrest Dr	SW	A
189	Waltzer Rd	Lapper Ave	NW	A
190	Waltzer Rd	Lapper Ave	NE	A
191	Waltzer Rd	Lapper Ave	SW	A

192	Waltzer Rd	Lapper Ave	SE	A
193	Bella Vista Way	Lake Park Dr	NW	A
194	Bella Vista Way	Lake Park Dr	NE	A
195	Alturia Hts	Altruria Dr	SE	A
196	Alturia Hts	Altruria Dr	NE	A
197	Alturia Hts	Alkirst Ct	SW	A
198	Alturia Hts	Alkirst Ct	SE	A
199	Kirkridge St	Alturia Hts	NW	A
200	Kirkridge St	Alturia Hts	SW	A
201	Altruria Dr	Viewpointe Cir	SW	A
202	Altruria Dr	Viewpointe Cir	NW	A
203	Altruria Dr	Fountainview Cir, See Sheet 12 of Exhibit: A for location	SW	A
204	Altruria Dr	Fountainview Cir, See Sheet 12 of Exhibit: A for location	NW	A
205	Altruria Dr	Fountainview Cir, See Sheet 12 of Exhibit: A for location	SW	A
206	Altruria Dr	Fountainview Cir, See Sheet 12 of Exhibit: A for location	NW	A
207	Altruria Dr	Gardenview Cir, See Sheet 12 of Exhibit: A for location	SW	A
208	Altruria Dr	Gardenview Cir, See Sheet 12 of Exhibit: A for location	NW	A
209	Altruria Dr	Gardenview Cir	SE	A
210	Altruria Dr	Gardenview Cir	NE	A
211	Altruria Dr	Gardenview Cir, See Sheet 12 of Exhibit: A for location	SW	A
212	Altruria Dr	Gardenview Cir, See Sheet 12 of Exhibit: A for location	NW	A
213	Aaron Dr	Sleepy Hollow Dr	NW	A
214	Aaron Dr	Sleepy Hollow Dr	NE	A
215	Sleepy Hollow Dr	Deer Park Dr	NW	"A", repair cracks around SD catch basin
216	Sleepy Hollow Dr	Deer Park Dr	NE	A
217	Shallow Creek Dr	Deer Park Dr	NW	B
218	Shallow Creek Dr	Deer Park Dr	NE	B
219	Bonita Vista Dr	Deer Park Dr/Ct	SW	B
220	Bonita Vista Dr	Deer Park Dr/Ct	SE	B
221	Aaron Dr	Brookdale Dr, See Sheet 13 of Exhibit: A for location	SW	A
222	Aaron Dr	Brookdale Dr, See Sheet 13 of Exhibit: A for location	NW	B
223	Aaron Dr	Brookdale Dr	SW	A
224	Aaron Dr	Brookdale Dr	NW	Install domes only

225	Aaron Dr	Flintwood Dr, See Sheet 13 of Exhibit: A for location	SW	A
226	Aaron Dr	Flintwood Dr, See Sheet 13 of Exhibit: A for location.	NW	A
227	Aaron Dr	Flintwood Dr	SW	A
228	Aaron Dr	Flintwood Dr	NW	Install domes only
229	Aaron Dr	Aaron Ct	SW	B
230	Aaron Dr	Leete Ave	SE	A
231	Aaron Dr	Leete Ave	SW	A
232	Parker Hill Rd	Leete Ave	SE	B
233	Parker Hill Rd	Leete Ave	NE	A
234	Parker Hill Rd	Hidden Pine Ct	SW	C
235	Parker Hill Rd	Hidden Pine Ct	SE	B
236	Parker Hill Rd	Stagecoach Rd	NE	A
237	Parker Hill Rd	Stagecoach Rd	NW	A
238	Parker Hill Rd	Bent Tree Pl/Vintage Circle	SE	A
239	Parker Hill Rd	Bent Tree Pl/Vintage Circle	SW	A
240	Parker Hill Rd	Bent Tree Pl/Vintage Circle	NW	A
241	Parker Hill Rd	Manor Park Pl/Crown Hill Dr	SW	A
242	Parker Hill Rd	Manor Park Pl/Crown Hill Dr	NW	A
243	Parker Hill Rd	Manor Park Pl/Crown Hill Dr	NE	A
244	Paxton Pl	Repton Way	SE	A
245	Paxton Pl	Repton Way	NE	A
246	Rincon Ridge Dr	Repton Way	SW	A
247	Rincon Ridge Dr	Repton Way	NW	A
248	Southridge Dr	south of Fir Hollow Ct, See Sheet 21 of Exhibit: A for location	SW	A
249	Southridge Dr	south of Fir Hollow Ct, See Sheet 21 of Exhibit: A for location	NW	A
250	Southridge Dr	Fir Hollow Ct	SW	A
251	Southridge Dr	Fir Hollow Ct	NW	A
252	Southridge Dr	Long Leaf Ct	NE	A
253	Southridge Dr	Long Leaf Ct	SW	A
254	Southridge Dr	Long Leaf Ct	SE	A
255	Fir Ridge Dr	Bristlecone Ct	SE	B
256	Fir Ridge Dr	Bristlecone Ct	SW	B
257	Fir Ridge Dr	Bristlecone Ct	NW	B
258	Fir Ridge Dr	Crescent Cir/Foxtail Ct	SW	B
259	Fir Ridge Dr	Crescent Cir/Foxtail Ct	SE	B
260	Fir Ridge Dr	Crescent Cir/Foxtail Ct	NE	B
261	Fir Ridge Dr	Crescent Cir/Stony Oak Ct	SE	"B", repair existing SD catch basin

262	Fir Ridge Dr	Crescent Cir/Stony Oak Ct	NE	B
263	Fir Ridge Dr	Crescent Cir/Stony Oak Ct	NW	B
264	Fir Ridge Dr	Turnberry Cir/Eagle Ct	SW	A
265	Fir Ridge Dr	Turnberry Cir/Eagle Ct	NE	A
266	Fir Ridge Dr	Turnberry Cir/Eagle Ct	NW	A
267	Turnberry Cir	Turnberry Cir, See Sheet 29 of Exhibit: A for location	NE	A
268	Fir Ridge Dr	Turnberry Cir/Ct	SE	A
269	Fir Ridge Dr	Turnberry Cir/Ct	NE	A
270	Fir Ridge Dr	Turnberry Cir/Ct	NW	A
271	Fir Ridge Dr	Turnberry Cir/Ct	SW	A
272	Fir Ridge Dr	Sawgrass Pl/Preston Trail Cir	SE	A
273	Fir Ridge Dr	Sawgrass Pl/Preston Trail Cir	SW	A
274	Fir Ridge Dr	Sawgrass Pl/Preston Trail Cir	NE	A
275	Fir Ridge Dr	Sawgrass Pl/Preston Trail Cir	NW	A
276	Fir Ridge Dr	Woodbourne Pl/PrestonTrail Cir	NE	A
277	Fir Ridge Dr	Woodbourne Pl/PrestonTrail Cir	NW	A
278	Fir Ridge Dr	Woodbourne Pl/PrestonTrail Cir	SE	A
279	Fir Ridge Dr	Woodbourne Pl/PrestonTrail Cir	SW	A
280	Fir Ridge Dr	Wyndemere Cir (N)	NE	A
281	Fir Ridge Dr	Wyndemere Cir (N)	NW	A
282	Fir Ridge Dr	Wyndemere Cir (S)	NW	A
283	Fir Ridge Dr	Wyndemere Cir (S)	SW	A
284	Fir Ridge Dr	Fumay Dr	NW	C
285	Cannes Pl	Fumay Dr	NE	A
286	Fir Ridge Dr	Lyon Ct	NE	A
287	Fir Ridge Dr	Lyon Ct	SE	A
288	Fir Ridge Dr	Thomas Lake Harris Dr	NE	A
289	Fir Ridge Dr	Thomas Lake Harris Dr	NW	A
290	Fir Ridge Dr	Thomas Lake Harris Dr	SE	A
291	Fir Ridge Dr	Thomas Lake Harris Dr	SW	A
292	Cross Creek Rd	Thomas Lake Harris Dr	SW	A
293	Cross Creek Rd	Thomas Lake Harris Dr	NW	A
294	Llyn Glaslyn Pl	Thomas Lake Harris Dr	NE	A

295	Llyn Glaslyn Pl	Thomas Lake Harris Dr	SE	A
296	Llyn Glaslyn Pl	Thomas Lake Harris Dr	NW	A
297	Llyn Glaslyn Pl	Thomas Lake Harris Dr	SW	A
298	Cross Creek Rd	Cross Creek Cir (S)	SE	C
299	Cross Creek Rd	Cross Creek Cir (S)	NE	A
300	Cross Creek Rd	Cross Creek Cir (N)	SE	C
301	Cross Creek Rd	Cross Creek Cir (N)	NE	A
302	Saint Andrews Dr	golf course crossing, See Sheet 28 of Exhibit: A for location	NE	Install domes only
303	Saint Andrews Dr	golf course crossing, See Sheet 28 of Exhibit: A for location	NW	Install domes only
304	Skyfarm Dr	Saint Andrews Dr	NW	B
305	The Pointe Pl	Thomas Lake Harris Dr	SE	A
306	The Pointe Pl	Thomas Lake Harris Dr	SW	A
307	Lakepointe Cir (E)	Thomas Lake Harris Dr	SW	A
308	Lakepointe Cir (E)	Thomas Lake Harris Dr	NW	C
309	Lakepointe Cir (W)	Thomas Lake Harris Dr	SW	C
310	Lakepointe Cir (W)	Thomas Lake Harris Dr	NW	A
311	Skyfarm Dr	Thomas Lake Harris Dr	NE	A
312	Skyfarm Dr	Thomas Lake Harris Dr	NW	A
313	Thomas Lake Harris Dr	Kilarney Cir (N)	NE	C
314	Thomas Lake Harris Dr	Kilarney Cir (N)	SE	C
315	Thomas Lake Harris Dr	Kilarney Cir (S)	NE	C
316	Thomas Lake Harris Dr	Kilarney Cir (S)	SE	C
317	Thomas Lake Harris Dr	Gullane Dr	NE	C
318	Thomas Lake Harris Dr	Gullane Dr	SE	C
319	Thomas Lake Harris Dr	Stonefield Ln	NE	A
320	Thomas Lake Harris Dr	Stonefield Ln	NW	A
321	Thomas Lake Harris Dr	Stonefield Ln	SE	A
322	Thomas Lake Harris Dr	Stonefield Ln	SW	A
323	Thomas Lake Harris Dr	Stonefield Ln (S)	NW	A

324	Thomas Lake Harris Dr	Stonefield Ln (S)	SW	B
325	Round Barn Blvd	Centrum Pl/Unocal Pl	SE	B
326	Round Barn Blvd	north of Unocal Pl	NW	A
327	Round Barn Blvd	Round Barn Circle	NW	A
328	Round Barn Blvd	Round Barn Circle	NE	A
329	Round Barn Blvd	Round Barn Circle/Centrum Pl	SW	A
330	Round Barn Blvd	Round Barn Circle/Centrum Pl	SE	A
331	Round Barn Blvd	south of Round Barn Cir	NE	A
332	Skyfarm Dr	Saint Andrews Dr	NE	A
333	Saint Andrews Dr	Lakebriar Pl	NW	A
334	Saint Andrews Dr	Lakebriar Pl	SW	A
335	Parker Hill Rd	Parker Hill Ct	SE	A
336	Round Barn Blvd	Solstice Senior Living, See Sheet 11 of Exhibit: A for location	NW	A
337	Round Barn Blvd	Solstice Senior Living, See Sheet 11 of Exhibit: A for location	NE	A

**EXHIBIT 2**  
*of the SPECIAL PROVISIONS*

**STREET TREATMENT TABLE**



## STREET TREATMENT TABLES

### COFFEY PARK

LOCATION			Area (Square Foot)	Treatment Description	Roadway Excavation Depth (Foot)	Digout Depth (Foot)
Street	Begin	End				
AMANDA PL	ALL	ALL	12800	Mill and Fill only	0.25	
ASTAIRE CT	ALL	ALL	6720	Mill and Fill only	0.25	
BANYAN PL	BANYAN ST	HOPPER AVE	31548	Mill and Fill only	0.25	
BANYAN ST	3601	DOGWOOD DR	22792	Mill and Fill only	0.25	
BARNES RD	CAMINO DEL PRADO	SANTIAGO DR	13968	Mill and Fill only	0.35	
BERWICK CT	ALL	ALL	9800	Mill and Fill only	0.25	
BLAKE PL	ALL	ALL	6400	Mill and Fill only	0.25	
BOCK ST	DIEGO AVE	SAN MIGUEL RD	11552	Digouts and Slurry		0.25
BRANDEE LN	ELWIN LN	MOCHA LN	69948	Mill and Fill only	0.25	
CAMINO DEL PRADO	BARNES RD	END	51200	Mill and Fill only	0.25	
CANARY PL	END	TOWHEE DR	6748	Mill and Fill only	0.25	
CASHEW RD	PINYON ST	SWEETGUM ST	23360	Mill and Fill only	0.25	
COFFEY LN	HOPPER AVE	604' N HOPPER AVE	21744	Mill and Fill only	0.25	
COFFEY MEADOW DR	CAMINO DEL PRADO	PINE MEADOW DR	6400	Mill and Fill only	0.25	
COFFEY MEADOW PL	END	PINE MEADOW DR	12000	Mill and Fill only	0.25	
CRESTVIEW CT	ALL	ALL	21600	Mill and Fill only	0.25	
CRESTVIEW DR	HOPPER AVE	MILLER DR	31450	Mill and Fill only	0.25	
CRESTVIEW DR	END	MILLER DR	21600	Mill and Fill only	0.25	
CRIMSON LN	KERRL LN	BRANDEE LN	34510	Mill and Fill only	0.25	
CRIMSON LN	BRANDEE LN	VERMILLION WY	9690	Mill and Fill only	0.25	
DENNIS LN	ELWIN LN	COFFEY LN	74880	Mill and Fill only	0.25	
DOGWOOD DR	PINE MEADOW DR	COFFEY LN	44770	Mill and Fill only	0.25	
DOGWOOD DR	COFFEY LN	HEMLOCK ST	60495	Mill and Fill only	0.25	
ELWIN LN	BRANDEE LN	END	7680	Mill and Fill only	0.25	
ESPRESSO CT	BRANDEE LN	END	16500	Mill and Fill only	0.25	
FRIDA ST	SAN MIGUEL	DIEGO ST	12544	Digouts and Slurry		0.25
HEMLOCK CT	ALL	ALL	14240	Mill and Fill only	0.25	
HEMLOCK ST	DOGWOOD DR	DOGWOOD DR	61540	Mill and Fill only	0.25	
HENNESSY PL	SOUTH END	BRANDEE LN	9152	Mill and Fill only	0.25	
HENNESSY PL	NORTH END	BRANDEE LN	9568	Mill and Fill only	0.25	
HILLARY CT	SOUTH END	HOPPER AVE	5632	Mill and Fill only	0.25	
HILLARY CT	HOPPER AVE	NORTH END	16768	Mill and Fill only	0.25	
HOLLY PARK WY	END CUL DE SAC	PINTON ST	7722	Digouts and Slurry		0.25
HOLLY PARK WY	PINTON ST	1331	9664	Digouts and Slurry		0.25
HOPPER AVE	BARNES RD	COFFEY LN	97200	Mill and Fill only	0.35	
JENNA PL	ALL	ALL	18360	Mill and Fill only	0.25	
JESSICA PL	ALL	ALL	9000	Mill and Fill only	0.25	
KEOKE CT	END	MOCHA LN	12240	Mill and Fill only	0.25	
KERRY LN	BRANDEE LN	END	76738	Mill and Fill only	0.25	
KONA PL	ALL	ALL	6400	Mill and Fill only	0.25	
MILLER DR	CRESTVIEW DR	SKYVIEW DR	25120	Mill and Fill only	0.25	
MOCHA LN	DOGWOOD DR	DENNIS LN	80640	Mill and Fill only	0.25	
MONTICELLO CT	ALL	ALL	6600	Mill and Fill only	0.25	
NINA CT	ALL	ALL	13260	Mill and Fill only	0.25	
PERK PL	ALL	ALL	9180	Mill and Fill only	0.25	
PINE MEADOW DR	SANTIAGO DR	COFFEY LN	48960	Mill and Fill only	0.35	
PINE MEADOW PL	ALL	ALL	11700	Mill and Fill only	0.25	
PINERCREST DR	ORCHARD BLOSSOM	PINER RD	7020	Digouts and Slurry		0.25
PINYON ST	HOLLY PARK WY	DOGWOOD DR	17391	Digouts and Slurry		0.25

## COFFEY PARK

RANDON WY	SOUTH END	HOPPER AVE	15392	Mill and Fill only	0.25
RANDON WY	HOPPER AVE	NORTH END	15648	Mill and Fill only	0.25
RIDGECREST CT	ALL	ALL	5024	Mill and Fill only	0.25
RITA PL	ALL	ALL	9000	Mill and Fill only	0.25
SAN MARCOS DR	SANTIAGO DR	SAN SONITA DR	21235	Mill and Fill only	0.25
SAN MIGUEL RD	WALNUT GROVE ST	COFFEY LN	6480	Mill and Fill only	0.35
SAN MIGUEL RD	RAILROAD TRACK	SAN SONITA DR	39528	Mill and Fill only	0.35
SAN MIGUEL RD	SAN SONITA DR	WALNUT GROVE ST	11066	Mill and Fill only	0.35
SAN SALVADOR DR	SANTIAGO DR	SAN SONITA DR	17170	Mill and Fill only	0.25
SAN SONITA DR	SANSONE DR	SAN MIGUEL RD	37400	Mill and Fill only	0.25
SAN SONITA DR	CAMINO DEL PRADO	PINE MEADOW DR	6800	Mill and Fill only	0.25
SAN SONITA PL	ALL	ALL	10080	Mill and Fill only	0.25
SANSONE CT	ALL	ALL	14280	Mill and Fill only	0.25
SANSONE DR	END	COFFEY LN	41600	Mill and Fill only	0.25
SANTIAGO DR	SAN SONITA DR	SAN MIGUEL RD	40640	Mill and Fill only	0.25
SANTIAGO DR	SAN MIGUEL	PINE MEADOW DR	16380	Mill and Fill only	0.25
SANTIAGO DR	PINE MEADOW DR	KERRY LN	28875	Mill and Fill only	0.25
SCARLET PL	ALL	ALL	7560	Mill and Fill only	0.25
SHELBOURNE WY	END	SANTIAGO DR	18400	Mill and Fill only	0.25
SKYVIEW CT	ALL	ALL	7350	Mill and Fill only	0.25
SKYVIEW DR	HOPPER DR	WILLOWVIEW CT	51260	Mill and Fill only	0.25
STARVIEW CT	END	STARVIEW DR	19776	Mill and Fill only	0.25
STARVIEW DR	CRESTVIEW DR	SKYVIEW DR	29120	Mill and Fill only	0.25
SUMATRA DR	KERRY LN	HOPPER AVE	13200	Mill and Fill only	0.25
SWEETGUM CT	ALL	ALL	8000	Mill and Fill only	0.25
SWEETGUM ST	SWEETGUM CT	DOGWOOD DR	14080	Mill and Fill only	0.25
TOWHEE DR	SANSONE CT	CANARY PL	7280	Mill and Fill only	0.25
TULIPTREE RD	HEMLOCK ST	HEMLOCK ST	36720	Mill and Fill only	0.25
VERMILLION WY	BRANDEE LN	CRIMSON LN	22400	Mill and Fill only	0.35
VIEW CT	ALL	ALL	14400	Mill and Fill only	0.35
WALNUT CREEK CT	END	COFFEY LN	20160	Mill and Fill only	0.35
WALNUT GROVE ST	WALNUT CREEK CT	SAN MIGUEL RD	17440	Mill and Fill only	0.35
WALTZER RD	PINER RD	PINERCREST DR	29880	Mill and Fill only	0.35
WALTZER RD	PINERCREST ROAD	SEVILLE ST	17580	Digouts and Slurry	0.35
WALTZER RD	SEVILLE ST	SAN MIGUEL RD	44748	Digouts and Slurry	0.35
WARING CT	ALL	ALL	11780	Mill and Fill only	0.25
WILLOWVIEW CT	ALL	ALL	9600	Mill and Fill only	0.25
BRANDEE LN	WINDROSE LN	ELWIN LN	8672	Mill and Fill only	0.25
WINDROSE LN	BARNES RD	BRANDEE LN	20000	Mill and Fill only	0.25
BANYAN ST	3546 BANYAN ST	3601 BANYAN ST	20240	Mill and Fill only	0.25
SWEETGUM ST	3552 SWEETGUM ST	SWEETGUM CT	3328	Mill and Fill only	0.25

FOUNTAINGROVE

LOCATION			Area SF	Treatment Description	Roadway Excavation Depth	Digout depth
Street	Begin	End				
AARON CT	ALL	ALL	6880	Mill and Fill only	0.25	
AARON DR	LEETE AVE	SLEEPY HOLLOW DR	66420	Mill and Fill only	0.25	
ALKIRST CT	ALL	ALL	12800	Digouts and Slurry		0.25
ALTRURIA DR	FOUNTAINGROVE PKY	ALTRURIA HEIGHTS	55424	Digouts and Slurry		0.35
ALTRURIA DR	ALTRURIA HEIGHTS	FOUNTAINGROVE PKY	60224	Mill and Fill only	0.35	
ALTRURIA HEIGHTS	KIRKCRIDGE ST	ALKIRST CT	18798	Mill and Fill only	0.25	
ALTRURIA HEIGHTS	ALKIRST CT	ALTRURIA DR	4602	Mill and Fill only	0.25	
AUTUMN GLEN CT	ALL	ALL	10480	Digouts and Slurry		0.25
BANBURY CT	ALL	ALL	9490	Digouts and Slurry		0.25
BEAUFORD PL	ALL	ALL	14014	Digouts and Slurry		0.25
BELLA VISTA WY	LAKE PARK DR	BELLA VISTA WY/ N	15600	Digouts and Slurry		0.25
BELLA VISTA WY	BELLA VISTA WY/ N	END	16640	Digouts and Slurry		0.25
BELLA VISTA WY	BELLA VISTA WY	ALTRURIA DR	6000	Digouts and Slurry		0.25
BELLAGIO CT	ALL	ALL	13390	Digouts and Slurry		0.25
BENT TREE PL	ALL	ALL	25977	Digouts and Slurry		0.25
BLACKHAWK CIR	ALL	ALL	38160	Digouts and Slurry		0.25
BLUESAGE CT	ALL	ALL	7080	Digouts and Slurry		0.25
BOULDER POINT PL	ALL	ALL	9100	Digouts and Slurry		0.25
BRACKEN CT	ALL	ALL	5120	Digouts and Slurry		0.25
BRIDLEWOOD CT	GRAYSTONE PL	CROSS CREEK RD	9180	Digouts and Slurry		0.25
BRISTLECONE CT	ALL	ALL	6760	Mill and Fill only	0.25	
BRISTLECONE CT (West)	ALL	ALL	14014	Mill and Fill only	0.25	
BROOKDALE DR	ALL	ALL	30720	Mill and Fill only	0.25	
CANNES PL	ALL	ALL	8544	Mill and Fill only	0.25	
CHANTERELLE CIR	ALL	ALL	23920	Digouts and Slurry		0.25
CHATEAU CT	ALL	ALL	9056	Digouts and Slurry		0.25
CLEARBROOK CT	ALL	ALL	13560	Digouts and Slurry		0.25
CLEARVIEW CIR	ALL	ALL	4600	Digouts and Slurry		0.25
CRESCENT CIR	ALL	ALL	8000	Mill and Fill only	0.25	
CROSS CREEK CIR	ALL	ALL	8400	Mill and Fill only	0.25	
CROSS CREEK RD	THOMAS LAKE HARRIS	MEADOWCROFT WY	49024	Digouts and Slurry		0.25
CROSS CREEK RD	MEADOWCROFT WY	SKYFARM DR	110625	Digouts and Slurry		0.25
CROSS CREEK RD	SKYFARM DR	RIEBLE RD	7308	Digouts and Slurry		0.25
CROWN HILL DR	PARKER HILL RD (SOUTH)	DARLINGTON CT	120930	Digouts and Slurry		0.35
CROWN HILL DR	DARLINGTON CT	HORIZON VIEW	17040	Digouts and Slurry		0.35
CROWN HILL DR	HORIZON VIEW	PARKER HILL (NORTH)	8760	Digouts and Slurry		0.35
DAFFORD PL	ALL	ALL	13156	Digouts and Slurry		0.25
DARLINGTON CT	ALL	ALL	15262	Digouts and Slurry		0.25
DEAUVILLE PL	ALL	ALL	26368	Digouts and Slurry		0.25
DEER PARK CT	BONITA VISTA DR	END	7104	Mill and Fill only	0.25	

DEER PARK DR	SLEEPY HOLLOW DR	BONITA VISTA DR	21920	Mill and Fill only	0.25	
DOVERTON CT	ALL	ALL	8800	Digouts and Slurry		0.25
EAGLE CT	ALL	ALL	8625	Mill and Fill only	0.25	
ELKSTONE PL	ALL	ALL	5712	Digouts and Slurry		0.25
FAWNGLEN PL	ALL	ALL	11820	Mill and Fill only	0.25	
FIR HOLLOW CT	ALL	ALL	2877	Mill and Fill only	0.25	
FIR RIDGE DR	FOUNTAINGROVE PKY	EAGLE CT	25152	Mill and Fill only	0.25	
FIR RIDGE DR	EAGLE CT	WYNDEMERE CIR	38460	Mill and Fill only	0.25	
FIR RIDGE DR	WYNDEMERE CIR	THOMAS LAKE HARRIS	37188	Mill and Fill only	0.25	
FLINTRIDGE DR	ALL	ALL	25704	Digouts and Slurry		0.25
FLINTWOOD DR	ALL	ALL	30360	Mill and Fill only	0.25	
FOUNTAINVIEW CIR	ALL	ALL	28000	Digouts and Slurry		0.25
FOX HILL PL	ALL	ALL	20358	Digouts and Slurry		0.25
FOXTAIL CT	ALL	ALL	9700	Mill and Fill only	0.25	
FUMAY DR	DEAUVILLE PL	FIR RIDGE	10208	Digouts and Slurry		0.25
GARDENVIEW CIR	ALL	ALL	37536	Digouts and Slurry		0.25
GARDENVIEW CT	ALL	ALL	21760	Digouts and Slurry		0.25
GARDENVIEW PL	ALL	ALL	19200	Digouts and Slurry		0.25
GIORNO CT	ALL	ALL	13832	Digouts and Slurry		0.25
GLEN EAGLE CT	ALL	ALL	8340	Digouts and Slurry		0.25
GRAYSTONE CT	ALL	ALL	8480	Digouts and Slurry		0.25
HADLEY HILL DR	BANBURY CT	3630	22380	Digouts and Slurry		0.25
HADLEY HILL DR	FOUNTAINGROVE PKY/ S	FOUNTAINGROVE PKY/ N	84051	Digouts and Slurry		0.25
HANOVER PL	ALL	ALL	18330	Digouts and Slurry		0.25
HANSFORD CT	ALL	ALL	25200	Digouts and Slurry		0.25
HEATHFIELD PL	ALL	ALL	23660	Digouts and Slurry		0.25
HELFORD PL	ALL	ALL	12116	Digouts and Slurry		0.25
HIDDEN PINE CT	ALL	ALL	8000	Mill and Fill only	0.25	
HORIZON VIEW WY	ALL	ALL	25760	Digouts and Slurry		0.25
INCANTARE CT	ALL	ALL	14352	Digouts and Slurry		0.25
KELSEY KNOLLS	ALTRURIA DR	END	58880	Digouts and Slurry		0.25
KIRKBRIDGE ST	END	ALTRURIA HEIGHTS	19800	Mill and Fill only	0.25	
LAKE PARK DR	BELLE VISTA WY	BICENTENNIAL WAY	39600	Mill and Fill only	0.25	
LAKEBRIAR PL	ALL	ALL	19200	Digouts and Slurry		0.25
LAKEPOINTE CIR	ALL	ALL	7296	Digouts and Slurry		0.25
LEETE AVE	QUAIL RIDGE SUBDIVISION	PARKER HILL	15750	Mill and Fill only	0.25	
LLYN GLASLYN PL	ALL	ALL	15040	Mill and Fill only	0.25	
LONG LEAF CT	SOUTHRIDGE DR	END	15040	Digouts and Slurry		0.25
LONG LEAF CT	FOUNTAINGROVE PKY	SOUTHRIDGE DR	18148	Digouts and Slurry		0.25
LYON CT	ALL	ALL	17824	Digouts and Slurry		0.25
MANOR PARK PL	ALL	ALL	17108	Digouts and Slurry		0.25
MILLBROOK DR	PARK GARDENS DR (NORTH)	SEDGEMOORE DR	50848	Digouts and Slurry		0.25
NEWBURY CT	ALL	ALL	6328	Digouts and Slurry		0.25
NEWGATE CT	ALL	ALL	30480	Digouts and Slurry		0.25
ORBETELLO CT	ALL	ALL	13760	Digouts and Slurry		0.25
PALAZZO CT	CROWN HILL	END	15158	Digouts and Slurry		0.25
PALISADES DR	ALL	ALL	18200	Digouts and Slurry		0.25
PARK GARDENS DR	RINCON RIDGE DR	MILLBROOK DR	33792	Digouts and Slurry		0.25

PARKER HILL CT	ALL	ALL	12128	Mill and Fill only	0.25	
PARKER HILL RD	250' S/ SLEEPY HOLLOW DR	LEETE AVE	61950	Mill and Fill only	0.35	
PARKER HILL RD	LEETE AVE	STAGECOACH RD	48282	Mill and Fill only	0.35	
PARKER HILL RD	STAGECOACH RD	MANOR PARK PL	41064	Mill and Fill only	0.35	
PARKER HILL RD	MANOR PARK PL	906' E/CROWN HILL DR	58704	Digouts and Slurry		0.35
PARKER HILL RD	906' E/CROWN HILL DR	FOUNTAINGROVE PKY	26970	Digouts and Slurry		0.35
PARKER HILL RD	FOUNTAINGROVE PKY	COUNTY LINE/ END	3080	Digouts and Slurry		0.25
PAXTON PL	N END	S END	36032	Digouts and Slurry		0.25
PETALGLEN PL	ALL	ALL	11220	Mill and Fill only	0.25	
PRESTON TRAIL CIR	ALL	ALL	8400	Digouts and Slurry		0.25
RAYCREST CT	ALL	ALL	6732	Digouts and Slurry		0.25
REPTON WY	PAXTON PL	RINCON RIDGE DR	15808	Mill and Fill only	0.25	
RINCON RIDGE DR	SAGE HILL PL	ROCKY KNOLL WY	50796	Digouts and Slurry		0.25
RINCON RIDGE DR	FOUNTAINGROVE PKY S END	ROCKY KNOLL WY	6588	Digouts and Slurry		0.25
RINCON RIDGE DR	3933	SEDGEMOORE DR	27180	Digouts and Slurry		0.25
RINCON RIDGE DR	CHANTRELLE CIR (EAST END)	3933	19474	Digouts and Slurry		0.25
RINCON RIDGE DR	FOUNTAINGROVE PKY	CHANTRELLE CIR (EAST END)	84630	Digouts and Slurry		0.25
RINCON RIDGE DR WEST	ROCKY POINT WY	FOUNTAINGROVE PKY	8510	Digouts and Slurry		0.25
ROCKY KNOLL WY	ALL	ALL	18580	Digouts and Slurry		0.25
ROCKY POINT WY	FOUNTAINGROVE PKY (SOUTH)	NORTH END	32560	Digouts and Slurry		0.25
ROUND BARN BLVD	ROUND BARN CIR (SOUTH)	FOUNTAINGROVE PKY	79546	Mill and Fill only	0.45	
ROUND BARN BLVD	ROUND BARN CIR (SOUTH)	FOUNTAINGROVE PKY N END	200074	Mill and Fill only	0.35	
ROYAL MANOR PL	ALL	ALL	12075	Digouts and Slurry		0.25
RUTHERFORD WY	HELDFORD PL	HADLET HILL DR	26088	Digouts and Slurry		0.25
SAGE HILL PL	ALL	ALL	15594	Digouts and Slurry		0.25
SAINT ANDREWS DR	THOMAS LAKE HARRIS DR	3790	53388	Mill and Fill only	0.25	
SAINT ANDREWS DR	3790	SKYFARM DR	129528	Mill and Fill only	0.25	
SAWGRASS PL	ALL	ALL	7616	Mill and Fill only	0.25	
SEDGEMOORE DR	FOUNTAINGROVE PKY	RINCON RIDGE DR	38272	Digouts and Slurry	0.25	
SHALLOW CREEK DR	ALL	ALL	6080	Mill and Fill only	0.25	
SHELTER GLEN WY	ALL	ALL	30675	Digouts and Slurry		0.25
SHILLINGFORD PL	ALL	ALL	20832	Digouts and Slurry		0.25
SILVER FOX CT	ALL	ALL	13480	Digouts and Slurry		0.25
SKYFARM DR	THOMAS LAKE HARRIS DR	AUTUMN GLEN CT	18720	Mill and Fill only	0.25	
SKYFARM DR	AUTUMN GLEN CT	GLENEAGLE CT	115704	Digouts and Slurry		0.25
SKYFARM DR	GLENEAGLE CT	FLINTRIDGE DR	47232	Digouts and Slurry		0.25
SKYFARM DR	FLINTRIDGE DR	SAINT ANDREWS DR	89640	Digouts and Slurry		0.25

SKYFARM DR	SAINT ANDREWS DR	SPLIT RAIL CT	54000	Digouts and Slurry		0.25
SKYFARM DR	SPLITRAIL CT	CROSS CREEK RD	28692	Digouts and Slurry		0.25
SLEEPY HOLLOW DR	PARKER HILL	DEER PARK DR	27072	Mill and Fill only	0.25	
SONTERRA CT	ALL	ALL	8580	Digouts and Slurry		0.25
SOUTHRIDGE DR	END	LONG LEAF CT	22282	Mill and Fill only	0.25	
SOUTHRIDGE DR	LONG LEAF CT	FOUNTAINGROVE PKY	15158	Digouts and Slurry		0.25
SPLIT RAIL CT	ALL	ALL	9500	Digouts and Slurry		0.25
STAGECOACH RD	PARKER HILL RD	FOUNTAINGROVE	56840	Mill and Fill only	0.35	
STANHOPE CT	ALL	ALL	7616	Digouts and Slurry		0.25
STONY OAK CT	ALL	ALL	7620	Mill and Fill only	0.25	
TALL PINE CIR	ALL	ALL	4000	Digouts and Slurry		0.25
THE POINT PL	ALL	ALL	7326	Digouts and Slurry		0.25
THOMAS LAKE HARRIS	FOUNTAINGROVE PKY/S	STONEFIELD LN/ N	29852	Mill and Fill only	0.35	
THOMAS LAKE HARRIS	STONEFIELD LN/N	SKY FARM DR	117900	Mill and Fill only	0.35	
THOMAS LAKE HARRIS	SKY FARM DR	THE POINTE PL	49212	Mill and Fill only	0.25	
THOMAS LAKE HARRIS	THE POINTE PL	SAINT ANDREWS	53430	Mill and Fill only	0.25	
THOMAS LAKE HARRIS	SAINT ANDREWS	FOUNTAINGROVE PKY/N	52429	Mill and Fill only	0.35	
TILLMONT WY	ALL	ALL	12800	Digouts and Slurry		0.25
TURNBERRY CIR	ALL	ALL	8400	Mill and Fill only	0.25	
TURNBERRY CT	ALL	ALL	12768	Mill and Fill only	0.25	
VIEWPOINTE CIR	ALL	ALL	26000	Digouts and Slurry		0.25
VINTAGE CIR	ALL	ALL	51936	Digouts and Slurry		0.25
WEDGEWOOD WY	2164	NEWGATE CT	12800	Digouts and Slurry		0.25
WEDGEWOOD WY	PARKER HILL RD	2164	23680	Digouts and Slurry		0.25
WOODBOURNE PL	ALL	ALL	13384	Digouts and Slurry		0.25
WYNDEMERE CIR	ALL	ALL	10896	Digouts and Slurry		0.25
YORKTON WY	PAXTON PL	RINCON RIDGE DR	9056	Digouts and Slurry		0.25

## STREET TREATMENT TABLES

### COFFEY PARK

LOCATION			Area (Square Foot)	Treatment Description	Roadway Excavation Depth (Foot)	Digout Depth (Foot)
Street	Begin	End				
AMANDA PL	ALL	ALL	12800	Mill and Fill only	0.25	
ASTAIRE CT	ALL	ALL	6720	Mill and Fill only	0.25	
BANYAN PL	BANYAN ST	HOPPER AVE	31548	Mill and Fill only	0.25	
BANYAN ST	3601	DOGWOOD DR	22792	Mill and Fill only	0.25	
BARNES RD	CAMINO DEL PRADO	SANTIAGO DR	13968	Mill and Fill only	0.35	
BERWICK CT	ALL	ALL	9800	Mill and Fill only	0.25	
BLAKE PL	ALL	ALL	6400	Mill and Fill only	0.25	
BOCK ST	DIEGO AVE	SAN MIGUEL RD	11552	Digouts and Slurry		0.25
BRANDEE LN	ELWIN LN	MOCHA LN	69948	Mill and Fill only	0.25	
CAMINO DEL PRADO	BARNES RD	END	51200	Mill and Fill only	0.25	
CANARY PL	END	TOWHEE DR	6748	Mill and Fill only	0.25	
CASHEW RD	PINYON ST	SWEETGUM ST	23360	Mill and Fill only	0.25	
COFFEY LN	HOPPER AVE	604' N HOPPER AVE	21744	Mill and Fill only	0.25	
COFFEY MEADOW DR	CAMINO DEL PRADO	PINE MEADOW DR	6400	Mill and Fill only	0.25	
COFFEY MEADOW PL	END	PINE MEADOW DR	12000	Mill and Fill only	0.25	
CRESTVIEW CT	ALL	ALL	21600	Mill and Fill only	0.25	
CRESTVIEW DR	HOPPER AVE	MILLER DR	31450	Mill and Fill only	0.25	
CRESTVIEW DR	END	MILLER DR	21600	Mill and Fill only	0.25	
CRIMSON LN	KERRL LN	BRANDEE LN	34510	Mill and Fill only	0.25	
CRIMSON LN	BRANDEE LN	VERMILLION WY	9690	Mill and Fill only	0.25	
DENNIS LN	ELWIN LN	COFFEY LN	74880	Mill and Fill only	0.25	
DOGWOOD DR	PINE MEADOW DR	COFFEY LN	44770	Mill and Fill only	0.25	
DOGWOOD DR	COFFEY LN	HEMLOCK ST	60495	Mill and Fill only	0.25	
ELWIN LN	BRANDEE LN	END	7680	Mill and Fill only	0.25	
ESPRESSO CT	BRANDEE LN	END	16500	Mill and Fill only	0.25	
FRIDA ST	SAN MIGUEL	DIEGO ST	12544	Digouts and Slurry		0.25
HEMLOCK CT	ALL	ALL	14240	Mill and Fill only	0.25	
HEMLOCK ST	DOGWOOD DR	DOGWOOD DR	61540	Mill and Fill only	0.25	
HENNESSY PL	SOUTH END	BRANDEE LN	9152	Mill and Fill only	0.25	
HENNESSY PL	NORTH END	BRANDEE LN	9568	Mill and Fill only	0.25	
HILLARY CT	SOUTH END	HOPPER AVE	5632	Mill and Fill only	0.25	
HILLARY CT	HOPPER AVE	NORTH END	16768	Mill and Fill only	0.25	
HOLLY PARK WY	END CUL DE SAC	PINTON ST	7722	Digouts and Slurry		0.25
HOLLY PARK WY	PINTON ST	1331	9664	Digouts and Slurry		0.25
HOPPER AVE	BARNES RD	COFFEY LN	97200	Mill and Fill only	0.35	
JENNA PL	ALL	ALL	18360	Mill and Fill only	0.25	
JESSICA PL	ALL	ALL	9000	Mill and Fill only	0.25	
KEOKE CT	END	MOCHA LN	12240	Mill and Fill only	0.25	
KERRY LN	BRANDEE LN	END	76738	Mill and Fill only	0.25	
KONA PL	ALL	ALL	6400	Mill and Fill only	0.25	
MILLER DR	CRESTVIEW DR	SKYVIEW DR	25120	Mill and Fill only	0.25	
MOCHA LN	DOGWOOD DR	DENNIS LN	80640	Mill and Fill only	0.25	
MONTICELLO CT	ALL	ALL	6600	Mill and Fill only	0.25	
NINA CT	ALL	ALL	13260	Mill and Fill only	0.25	
PERK PL	ALL	ALL	9180	Mill and Fill only	0.25	
PINE MEADOW DR	SANTIAGO DR	COFFEY LN	48960	Mill and Fill only	0.35	
PINE MEADOW PL	ALL	ALL	11700	Mill and Fill only	0.25	
PINERCREST DR	ORCHARD BLOSSOM	PINER RD	7020	Digouts and Slurry		0.25
PINYON ST	HOLLY PARK WY	DOGWOOD DR	17391	Digouts and Slurry		0.25

## COFFEY PARK

RANDON WY	SOUTH END	HOPPER AVE	15392	Mill and Fill only	0.25
RANDON WY	HOPPER AVE	NORTH END	15648	Mill and Fill only	0.25
RIDGECREST CT	ALL	ALL	5024	Mill and Fill only	0.25
RITA PL	ALL	ALL	9000	Mill and Fill only	0.25
SAN MARCOS DR	SANTIAGO DR	SAN SONITA DR	21235	Mill and Fill only	0.25
SAN MIGUEL RD	WALNUT GROVE ST	COFFEY LN	6480	Mill and Fill only	0.35
SAN MIGUEL RD	RAILROAD TRACK	SAN SONITA DR	39528	Mill and Fill only	0.35
SAN MIGUEL RD	SAN SONITA DR	WALNUT GROVE ST	11066	Mill and Fill only	0.35
SAN SALVADOR DR	SANTIAGO DR	SAN SONITA DR	17170	Mill and Fill only	0.25
SAN SONITA DR	SANSONE DR	SAN MIGUEL RD	37400	Mill and Fill only	0.25
SAN SONITA DR	CAMINO DEL PRADO	PINE MEADOW DR	6800	Mill and Fill only	0.25
SAN SONITA PL	ALL	ALL	10080	Mill and Fill only	0.25
SANSONE CT	ALL	ALL	14280	Mill and Fill only	0.25
SANSONE DR	END	COFFEY LN	41600	Mill and Fill only	0.25
SANTIAGO DR	SAN SONITA DR	SAN MIGUEL RD	40640	Mill and Fill only	0.25
SANTIAGO DR	SAN MIGUEL	PINE MEADOW DR	16380	Mill and Fill only	0.25
SANTIAGO DR	PINE MEADOW DR	KERRY LN	28875	Mill and Fill only	0.25
SCARLET PL	ALL	ALL	7560	Mill and Fill only	0.25
SHELBOURNE WY	END	SANTIAGO DR	18400	Mill and Fill only	0.25
SKYVIEW CT	ALL	ALL	7350	Mill and Fill only	0.25
SKYVIEW DR	HOPPER DR	WILLOWVIEW CT	51260	Mill and Fill only	0.25
STARVIEW CT	END	STARVIEW DR	19776	Mill and Fill only	0.25
STARVIEW DR	CRESTVIEW DR	SKYVIEW DR	29120	Mill and Fill only	0.25
SUMATRA DR	KERRY LN	HOPPER AVE	13200	Mill and Fill only	0.25
SWEETGUM CT	ALL	ALL	8000	Mill and Fill only	0.25
SWEETGUM ST	SWEETGUM CT	DOGWOOD DR	14080	Mill and Fill only	0.25
TOWHEE DR	SANSONE CT	CANARY PL	7280	Mill and Fill only	0.25
TULIPTREE RD	HEMLOCK ST	HEMLOCK ST	36720	Mill and Fill only	0.25
VERMILLION WY	BRANDEE LN	CRIMSON LN	22400	Mill and Fill only	0.35
VIEW CT	ALL	ALL	14400	Mill and Fill only	0.35
WALNUT CREEK CT	END	COFFEY LN	20160	Mill and Fill only	0.35
WALNUT GROVE ST	WALNUT CREEK CT	SAN MIGUEL RD	17440	Mill and Fill only	0.35
WALTZER RD	PINER RD	PINERCREST DR	29880	Mill and Fill only	0.35
WALTZER RD	PINERCREST ROAD	SEVILLE ST	17580	Digouts and Slurry	0.35
WALTZER RD	SEVILLE ST	SAN MIGUEL RD	44748	Digouts and Slurry	0.35
WARING CT	ALL	ALL	11780	Mill and Fill only	0.25
WILLOWVIEW CT	ALL	ALL	9600	Mill and Fill only	0.25
BRANDEE LN	WINDROSE LN	ELWIN LN	8672	Mill and Fill only	0.25
WINDROSE LN	BARNES RD	BRANDEE LN	20000	Mill and Fill only	0.25
BANYAN ST	3546 BANYAN ST	3601 BANYAN ST	20240	Mill and Fill only	0.25
SWEETGUM ST	3552 SWEETGUM ST	SWEETGUM CT	3328	Mill and Fill only	0.25



## FOUNTAINGROVE

LOCATION			Area SF	Treatment Description	Roadway Excavation Depth	Digout depth
Street	Begin	End				
AARON CT	ALL	ALL	6880	Mill and Fill only	0.25	
AARON DR	LEETE AVE	SLEEPY HOLLOW DR	66420	Mill and Fill only	0.25	
ALKIRST CT	ALL	ALL	12800	Digouts and Slurry		0.25
ALTRURIA DR	FOUNTAINGROVE PKY	ALTRURIA HEIGHTS	55424	Digouts and Slurry		0.35
ALTRURIA DR	ALTRURIA HEIGHTS	FOUNTAINGROVE PKY	60224	Mill and Fill only	0.35	
ALTRURIA HEIGHTS	KIRKCRIDGE ST	ALKIRST CT	18798	Mill and Fill only	0.25	
ALTRURIA HEIGHTS	ALKIRST CT	ALTRURIA DR	4602	Mill and Fill only	0.25	
AUTUMN GLEN CT	ALL	ALL	10480	Digouts and Slurry		0.25
BANBURY CT	ALL	ALL	9490	Digouts and Slurry		0.25
BEAUFORD PL	ALL	ALL	14014	Digouts and Slurry		0.25
BELLA VISTA WY	LAKE PARK DR	BELLA VISTA WY/ N	15600	Digouts and Slurry		0.25
BELLA VISTA WY	BELLA VISTA WY/ N	END	16640	Digouts and Slurry		0.25
BELLA VISTA WY	BELLA VISTA WY	ALTRURIA DR	6000	Digouts and Slurry		0.25
BELLAGIO CT	ALL	ALL	13390	Digouts and Slurry		0.25
BENT TREE PL	ALL	ALL	25977	Digouts and Slurry		0.25
BLACKHAWK CIR	ALL	ALL	38160	Digouts and Slurry		0.25
BLUESAGE CT	ALL	ALL	7080	Digouts and Slurry		0.25
BOULDER POINT PL	ALL	ALL	9100	Digouts and Slurry		0.25
BRACKEN CT	ALL	ALL	5120	Digouts and Slurry		0.25
BRIDLEWOOD CT	GRAYSTONE PL	CROSS CREEK RD	9180	Digouts and Slurry		0.25
BRISTLECONE CT	ALL	ALL	6760	Mill and Fill only	0.25	
BRISTLECONE CT (West)	ALL	ALL	14014	Mill and Fill only	0.25	
BROOKDALE DR	ALL	ALL	30720	Mill and Fill only	0.25	
CANNES PL	ALL	ALL	8544	Mill and Fill only	0.25	
CHANTERELLE CIR	ALL	ALL	23920	Digouts and Slurry		0.25
CHATEAU CT	ALL	ALL	9056	Digouts and Slurry		0.25
CLEARBROOK CT	ALL	ALL	13560	Digouts and Slurry		0.25
CLEARVIEW CIR	ALL	ALL	4600	Digouts and Slurry		0.25
CRESCENT CIR	ALL	ALL	8000	Mill and Fill only	0.25	
CROSS CREEK CIR	ALL	ALL	8400	Mill and Fill only	0.25	
CROSS CREEK RD	THOMAS LAKE HARRIS	MEADOWCROFT WY	49024	Digouts and Slurry		0.25
CROSS CREEK RD	MEADOWCROFT WY	SKYFARM DR	110625	Digouts and Slurry		0.25
CROSS CREEK RD	SKYFARM DR	RIEBLE RD	7308	Digouts and Slurry		0.25
CROWN HILL DR	PARKER HILL RD (SOUTH)	DARLINGTON CT	120930	Digouts and Slurry		0.35
CROWN HILL DR	DARLINGTON CT	HORIZON VIEW	17040	Digouts and Slurry		0.35
CROWN HILL DR	HORIZON VIEW	PARKER HILL (NORTH)	8760	Digouts and Slurry		0.35
DAFFORD PL	ALL	ALL	13156	Digouts and Slurry		0.25
DARLINGTON CT	ALL	ALL	15262	Digouts and Slurry		0.25
DEAUVILLE PL	ALL	ALL	26368	Digouts and Slurry		0.25
DEER PARK CT	BONITA VISTA DR	END	7104	Mill and Fill only	0.25	

DEER PARK DR	SLEEPY HOLLOW DR	BONITA VISTA DR	21920	Mill and Fill only	0.25	
DOVERTON CT	ALL	ALL	8800	Digouts and Slurry		0.25
EAGLE CT	ALL	ALL	8625	Mill and Fill only	0.25	
ELKSTONE PL	ALL	ALL	5712	Digouts and Slurry		0.25
FAWNGLEN PL	ALL	ALL	11820	Mill and Fill only	0.25	
FIR HOLLOW CT	ALL	ALL	2877	Mill and Fill only	0.25	
FIR RIDGE DR	FOUNTAINGROVE PKY	EAGLE CT	25152	Mill and Fill only	0.25	
FIR RIDGE DR	EAGLE CT	WYNDEMERE CIR	38460	Mill and Fill only	0.25	
FIR RIDGE DR	WYNDEMERE CIR	THOMAS LAKE HARRIS	37188	Mill and Fill only	0.25	
FLINTRIDGE DR	ALL	ALL	25704	Digouts and Slurry		0.25
FLINTWOOD DR	ALL	ALL	30360	Mill and Fill only	0.25	
FOUNTAINVIEW CIR	ALL	ALL	28000	Digouts and Slurry		0.25
FOX HILL PL	ALL	ALL	20358	Digouts and Slurry		0.25
FOXTAIL CT	ALL	ALL	9700	Mill and Fill only	0.25	
FUMAY DR	DEAUVILLE PL	FIR RIDGE	10208	Digouts and Slurry		0.25
GARDENVIEW CIR	ALL	ALL	37536	Digouts and Slurry		0.25
GARDENVIEW CT	ALL	ALL	21760	Digouts and Slurry		0.25
GARDENVIEW PL	ALL	ALL	19200	Digouts and Slurry		0.25
GIORNO CT	ALL	ALL	13832	Digouts and Slurry		0.25
GLEN EAGLE CT	ALL	ALL	8340	Digouts and Slurry		0.25
GRAYSTONE CT	ALL	ALL	8480	Digouts and Slurry		0.25
HADLEY HILL DR	BANBURY CT	3630	22380	Digouts and Slurry		0.25
HADLEY HILL DR	FOUNTAINGROVE PKY/ S	FOUNTAINGROVE PKY/ N	84051	Digouts and Slurry		0.25
HANOVER PL	ALL	ALL	18330	Digouts and Slurry		0.25
HANSFORD CT	ALL	ALL	25200	Digouts and Slurry		0.25
HEATHFIELD PL	ALL	ALL	23660	Digouts and Slurry		0.25
HELFORD PL	ALL	ALL	12116	Digouts and Slurry		0.25
HIDDEN PINE CT	ALL	ALL	8000	Mill and Fill only	0.25	
HORIZON VIEW WY	ALL	ALL	25760	Digouts and Slurry		0.25
INCANTARE CT	ALL	ALL	14352	Digouts and Slurry		0.25
KELSEY KNOLLS	ALTRURIA DR	END	58880	Digouts and Slurry		0.25
KIRKBRIDGE ST	END	ALTRURIA HEIGHTS	19800	Mill and Fill only	0.25	
LAKE PARK DR	BELLE VISTA WY	BICENTENNIAL WAY	39600	Mill and Fill only	0.25	
LAKEBRIAR PL	ALL	ALL	19200	Digouts and Slurry		0.25
LAKEPOINTE CIR	ALL	ALL	7296	Digouts and Slurry		0.25
LEETE AVE	QUAIL RIDGE SUBDIVISION	PARKER HILL	15750	Mill and Fill only	0.25	
LLYN GLASLYN PL	ALL	ALL	15040	Mill and Fill only	0.25	
LONG LEAF CT	SOUTHRIDGE DR	END	15040	Digouts and Slurry		0.25
LONG LEAF CT	FOUNTAINGROVE PKY	SOUTHRIDGE DR	18148	Digouts and Slurry		0.25
LYON CT	ALL	ALL	17824	Digouts and Slurry		0.25
MANOR PARK PL	ALL	ALL	17108	Digouts and Slurry		0.25
MILLBROOK DR	PARK GARDENS DR (NORTH)	SEDGEMOORE DR	50848	Digouts and Slurry		0.25
NEWBURY CT	ALL	ALL	6328	Digouts and Slurry		0.25
NEWGATE CT	ALL	ALL	30480	Digouts and Slurry		0.25
ORBETELLO CT	ALL	ALL	13760	Digouts and Slurry		0.25
PALAZZO CT	CROWN HILL	END	15158	Digouts and Slurry		0.25
PALISADES DR	ALL	ALL	18200	Digouts and Slurry		0.25
PARK GARDENS DR	RINCON RIDGE DR	MILLBROOK DR	33792	Digouts and Slurry		0.25

PARKER HILL CT	ALL	ALL	12128	Mill and Fill only	0.25	
PARKER HILL RD	250' S/ SLEEPY HOLLOW DR	LEETE AVE	61950	Mill and Fill only	0.35	
PARKER HILL RD	LEETE AVE	STAGECOACH RD	48282	Mill and Fill only	0.35	
PARKER HILL RD	STAGECOACH RD	MANOR PARK PL	41064	Mill and Fill only	0.35	
PARKER HILL RD	MANOR PARK PL	906' E/CROWN HILL DR	58704	Digouts and Slurry		0.35
PARKER HILL RD	906' E/CROWN HILL DR	FOUNTAINGROVE PKY	26970	Digouts and Slurry		0.35
PARKER HILL RD	FOUNTAINGROVE PKY	COUNTY LINE/ END	3080	Digouts and Slurry		0.25
PAXTON PL	N END	S END	36032	Digouts and Slurry		0.25
PETALGLEN PL	ALL	ALL	11220	Mill and Fill only	0.25	
PRESTON TRAIL CIR	ALL	ALL	8400	Digouts and Slurry		0.25
RAYCREST CT	ALL	ALL	6732	Digouts and Slurry		0.25
REPTON WY	PAXTON PL	RINCON RIDGE DR	15808	Mill and Fill only	0.25	
RINCON RIDGE DR	SAGE HILL PL	ROCKY KNOLL WY	50796	Digouts and Slurry		0.25
RINCON RIDGE DR	FOUNTAINGROVE PKY S END	ROCKY KNOLL WY	6588	Digouts and Slurry		0.25
RINCON RIDGE DR	3933	SEDGEMOORE DR	27180	Digouts and Slurry		0.25
RINCON RIDGE DR	CHANTRELLE CIR (EAST END)	3933	19474	Digouts and Slurry		0.25
RINCON RIDGE DR	FOUNTAINGROVE PKY	CHANTRELLE CIR (EAST END)	84630	Digouts and Slurry		0.25
RINCON RIDGE DR WEST	ROCKY POINT WY	FOUNTAINGROVE PKY	8510	Digouts and Slurry		0.25
ROCKY KNOLL WY	ALL	ALL	18580	Digouts and Slurry		0.25
ROCKY POINT WY	FOUNTAINGROVE PKY (SOUTH)	NORTH END	32560	Digouts and Slurry		0.25
ROUND BARN BLVD	ROUND BARN CIR (SOUTH)	FOUNTAINGROVE PKY	79546	Mill and Fill only	0.45	
ROUND BARN BLVD	ROUND BARN CIR (SOUTH)	FOUNTAINGROVE PKY N END	200074	Mill and Fill only	0.35	
ROYAL MANOR PL	ALL	ALL	12075	Digouts and Slurry		0.25
RUTHERFORD WY	HELDFORD PL	HADLET HILL DR	26088	Digouts and Slurry		0.25
SAGE HILL PL	ALL	ALL	15594	Digouts and Slurry		0.25
SAINT ANDREWS DR	THOMAS LAKE HARRIS DR	3790	53388	Mill and Fill only	0.25	
SAINT ANDREWS DR	3790	SKYFARM DR	129528	Mill and Fill only	0.25	
SAWGRASS PL	ALL	ALL	7616	Mill and Fill only	0.25	
SEDGEMOORE DR	FOUNTAINGROVE PKY	RINCON RIDGE DR	38272	Digouts and Slurry	0.25	
SHALLOW CREEK DR	ALL	ALL	6080	Mill and Fill only	0.25	
SHELTER GLEN WY	ALL	ALL	30675	Digouts and Slurry		0.25
SHILLINGFORD PL	ALL	ALL	20832	Digouts and Slurry		0.25
SILVER FOX CT	ALL	ALL	13480	Digouts and Slurry		0.25
SKYFARM DR	THOMAS LAKE HARRIS DR	AUTUMN GLEN CT	18720	Mill and Fill only	0.25	
SKYFARM DR	AUTUMN GLEN CT	GLENEAGLE CT	115704	Digouts and Slurry		0.25
SKYFARM DR	GLENEAGLE CT	FLINTRIDGE DR	47232	Digouts and Slurry		0.25
SKYFARM DR	FLINTRIDGE DR	SAINT ANDREWS DR	89640	Digouts and Slurry		0.25

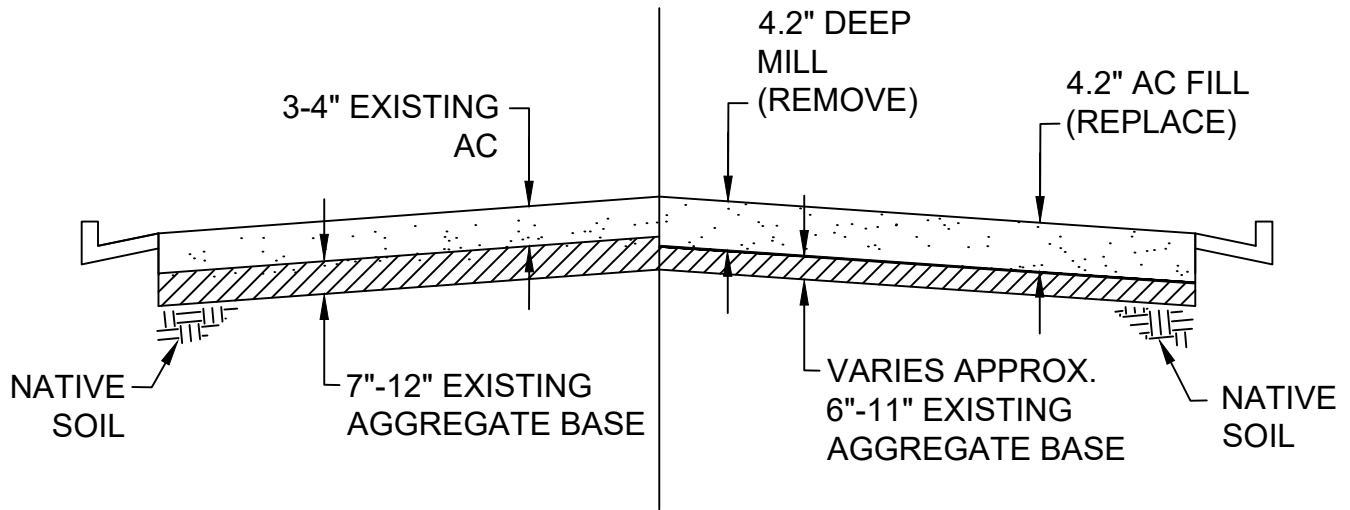
SKYFARM DR	SAINT ANDREWS DR	SPLIT RAIL CT	54000	Digouts and Slurry		0.25
SKYFARM DR	SPLITRAIL CT	CROSS CREEK RD	28692	Digouts and Slurry		0.25
SLEEPY HOLLOW DR	PARKER HILL	DEER PARK DR	27072	Mill and Fill only	0.25	
SONTERRA CT	ALL	ALL	8580	Digouts and Slurry		0.25
SOUTHRIDGE DR	END	LONG LEAF CT	22282	Mill and Fill only	0.25	
SOUTHRIDGE DR	LONG LEAF CT	FOUNTAINGROVE PKY	15158	Digouts and Slurry		0.25
SPLIT RAIL CT	ALL	ALL	9500	Digouts and Slurry		0.25
STAGECOACH RD	PARKER HILL RD	FOUNTAINGROVE	56840	Mill and Fill only	0.35	
STANHOPE CT	ALL	ALL	7616	Digouts and Slurry		0.25
STONY OAK CT	ALL	ALL	7620	Mill and Fill only	0.25	
TALL PINE CIR	ALL	ALL	4000	Digouts and Slurry		0.25
THE POINT PL	ALL	ALL	7326	Digouts and Slurry		0.25
THOMAS LAKE HARRIS	FOUNTAINGROVE PKY/S	STONEFIELD LN/ N	29852	Mill and Fill only	0.35	
THOMAS LAKE HARRIS	STONEFIELD LN/N	SKY FARM DR	117900	Mill and Fill only	0.35	
THOMAS LAKE HARRIS	SKY FARM DR	THE POINTE PL	49212	Mill and Fill only	0.25	
THOMAS LAKE HARRIS	THE POINTE PL	SAINT ANDREWS	53430	Mill and Fill only	0.25	
THOMAS LAKE HARRIS	SAINT ANDREWS	FOUNTAINGROVE PKY/N	52429	Mill and Fill only	0.35	
TILLMONT WY	ALL	ALL	12800	Digouts and Slurry		0.25
TURNBERRY CIR	ALL	ALL	8400	Mill and Fill only	0.25	
TURNBERRY CT	ALL	ALL	12768	Mill and Fill only	0.25	
VIEWPOINTE CIR	ALL	ALL	26000	Digouts and Slurry		0.25
VINTAGE CIR	ALL	ALL	51936	Digouts and Slurry		0.25
WEDGEWOOD WY	2164	NEWGATE CT	12800	Digouts and Slurry		0.25
WEDGEWOOD WY	PARKER HILL RD	2164	23680	Digouts and Slurry		0.25
WOODBOURNE PL	ALL	ALL	13384	Digouts and Slurry		0.25
WYNDEMERE CIR	ALL	ALL	10896	Digouts and Slurry		0.25
YORKTON WY	PAXTON PL	RINCON RIDGE DR	9056	Digouts and Slurry		0.25

**EXHIBIT 3**  
*of the SPECIAL PROVISIONS*

**MILL & FILL – RESIDENTIAL STREETS**

**EXISTING**

**PROPOSED**

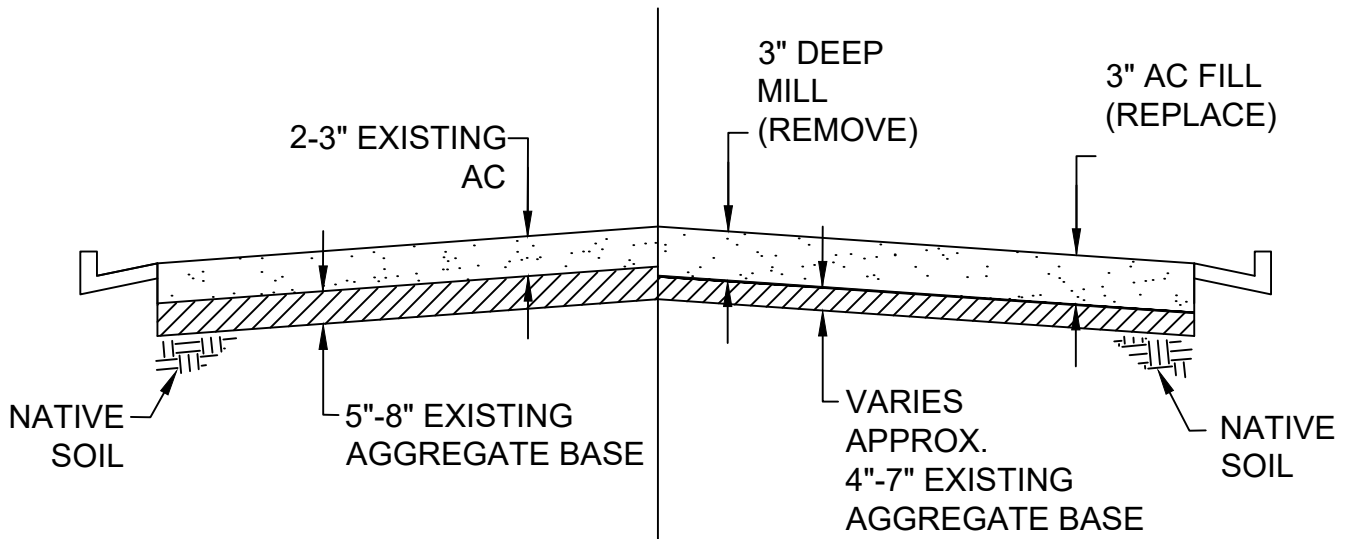


**MILL & FILL - COLLECTOR STREETS**

TYPICAL SECTION - NOT TO SCALE

**EXISTING**

**PROPOSED**

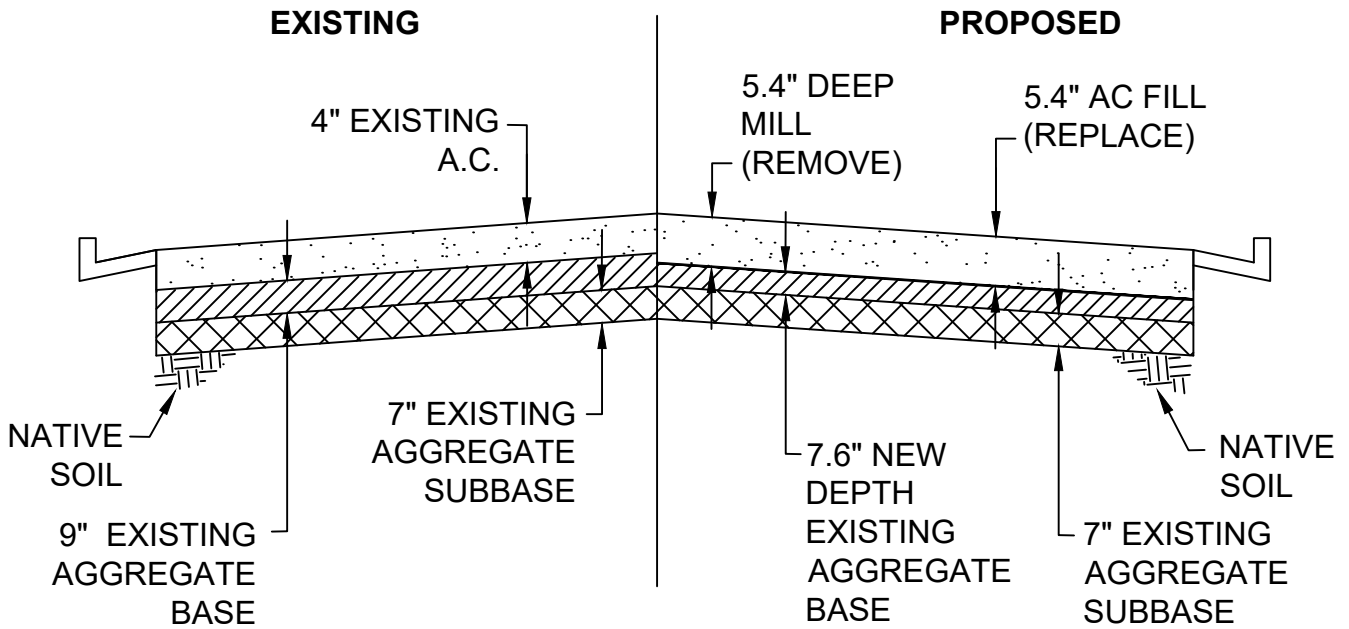


**MILL & FILL - RESIDENTIAL STREETS**

TYPICAL SECTION - NOT TO SCALE

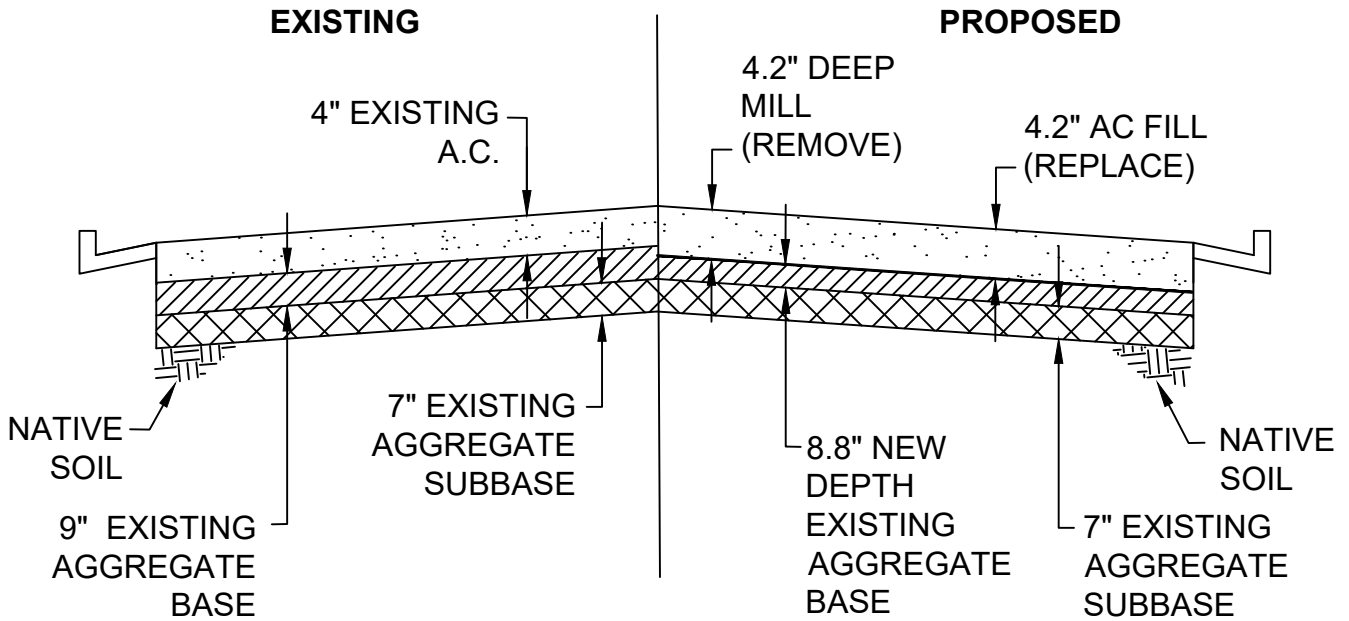
**EXHIBIT 4**  
*of the SPECIAL PROVISIONS*

**MILL & FILL – ROUND BARN BLVD**



**MILL & FILL - ROUND BARN BLVD  
ROUND BARN CIRCLE SOUTH TO FOUNTAINGROVE PARKWAY NORTH**

TYPICAL SECTION - NOT TO SCALE



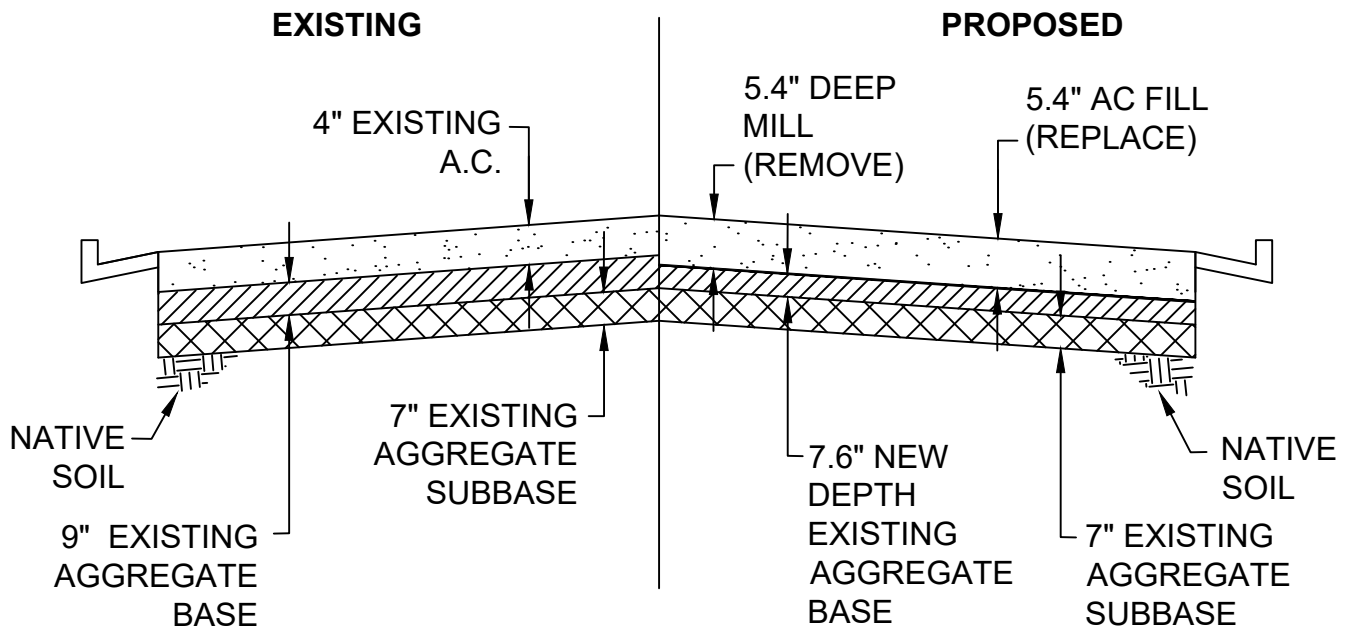
**MILL & FILL - ROUND BARN BLVD  
ROUND BARN CIRCLE SOUTH TO FOUNTAINGROVE PARKWAY SOUTH**

TYPICAL SECTION - NOT TO SCALE

Exhibit 4

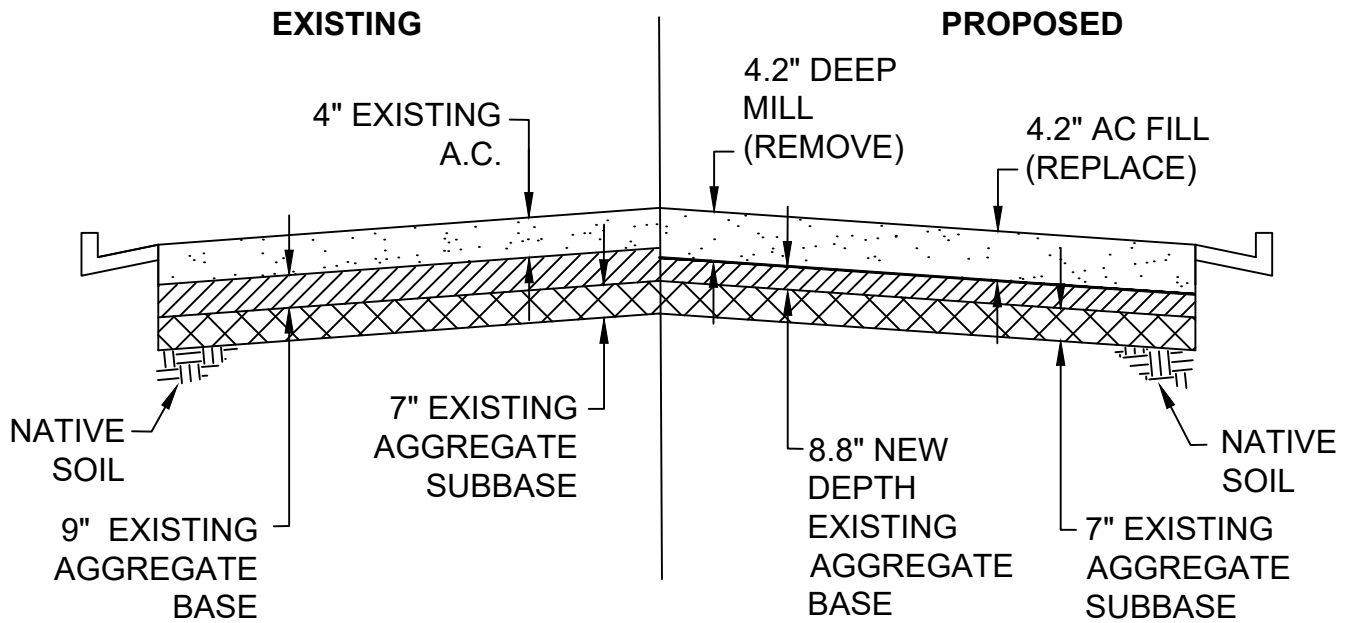






**MILL & FILL - ROUND BARN BLVD**  
**ROUND BARN CIRCLE SOUTH TO FOUNTAINGROVE PARKWAY NORTH**

TYPICAL SECTION - NOT TO SCALE



**MILL & FILL - ROUND BARN BLVD**  
**ROUND BARN CIRCLE SOUTH TO FOUNTAINGROVE PARKWAY SOUTH**

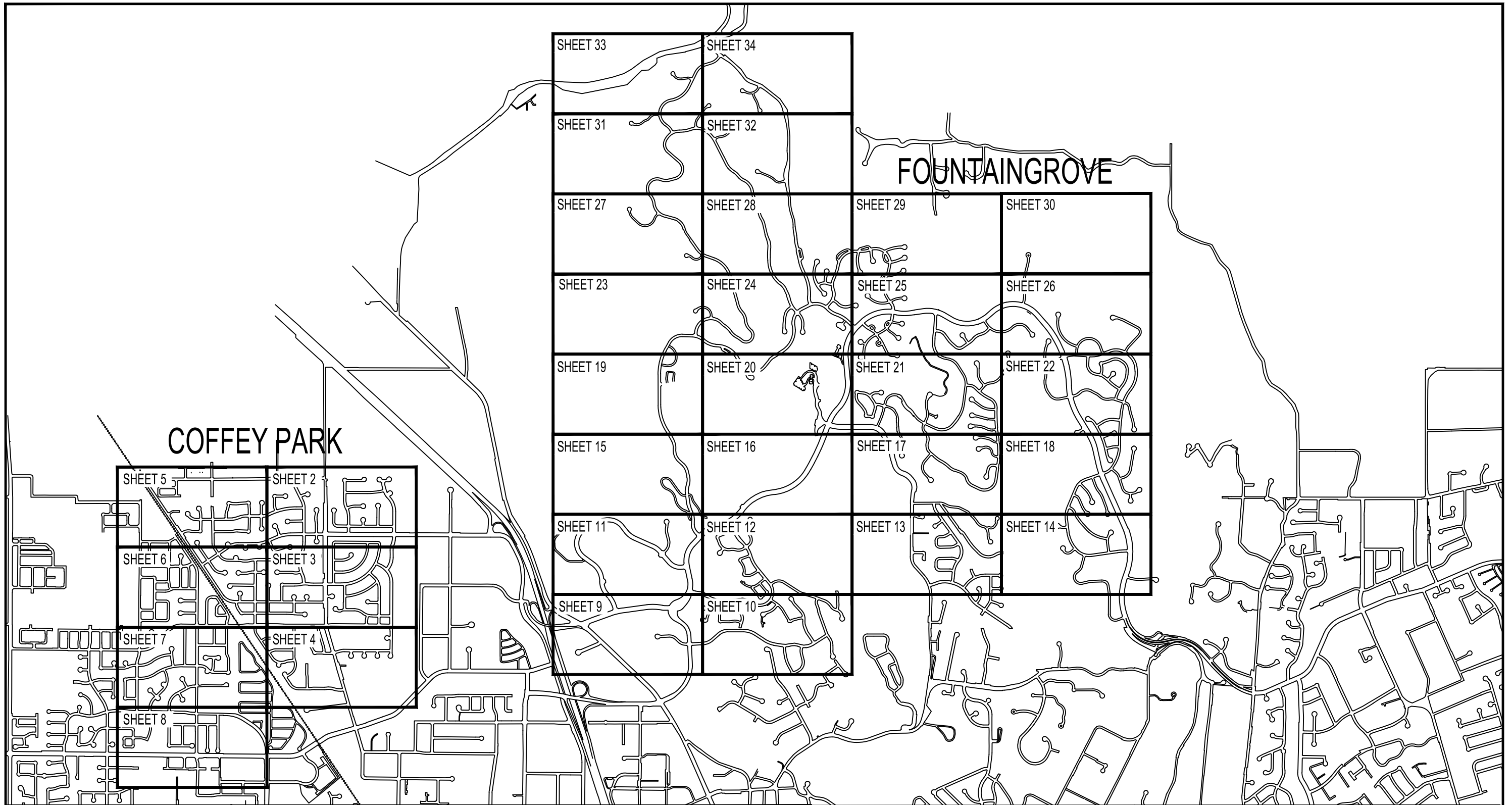
TYPICAL SECTION - NOT TO SCALE

Exhibit 4

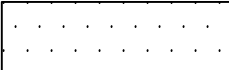



**EXHIBIT 5**  
*of the SPECIAL PROVISIONS*

**COFFEY PARK AND FOUNTAINGROVE MAPS**




**LEGEND**

-  **MILL AND FILL**
-  **SLURRY**

 **DIGOUTS + SLURRY**

 **CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**

 **REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

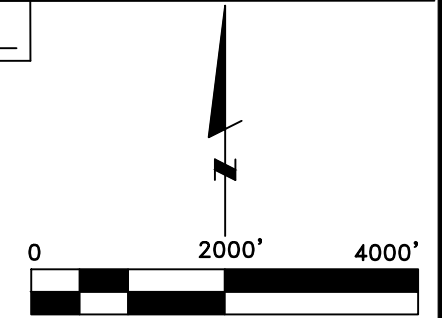
**CITY OF SANTA ROSA**

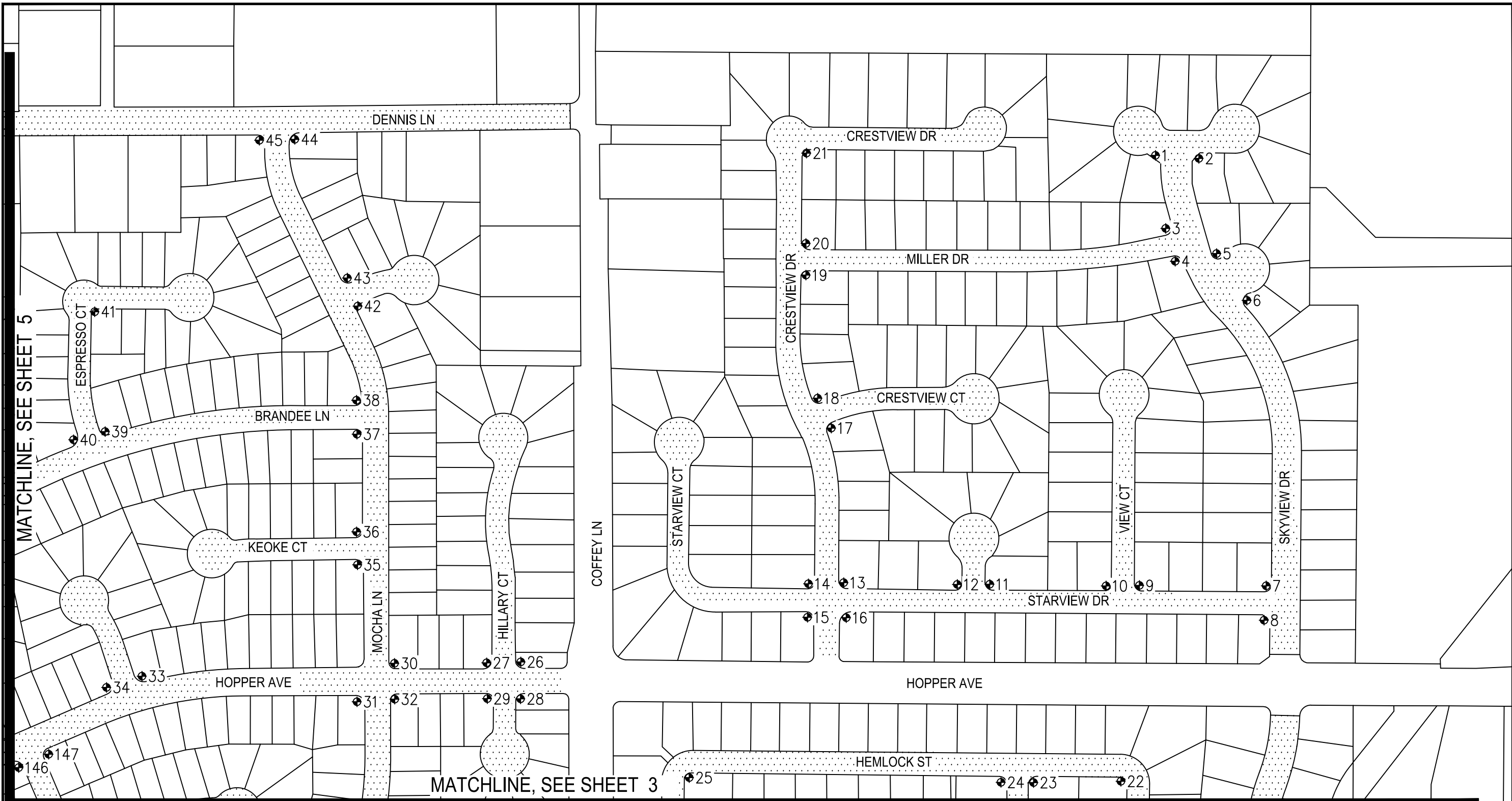
COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 1 of  
34 Sheets

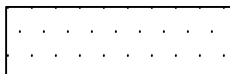

Date: 06-12-2023

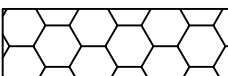


Scale: 1" = 2000'





**LEGEND**

-  **MILL AND FILL**
-  **SLURRY**

-  **DIGOUTS + SLURRY**
-  **CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**
-  **REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**


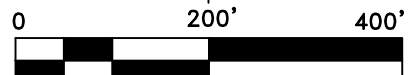
**CITY OF SANTA ROSA**

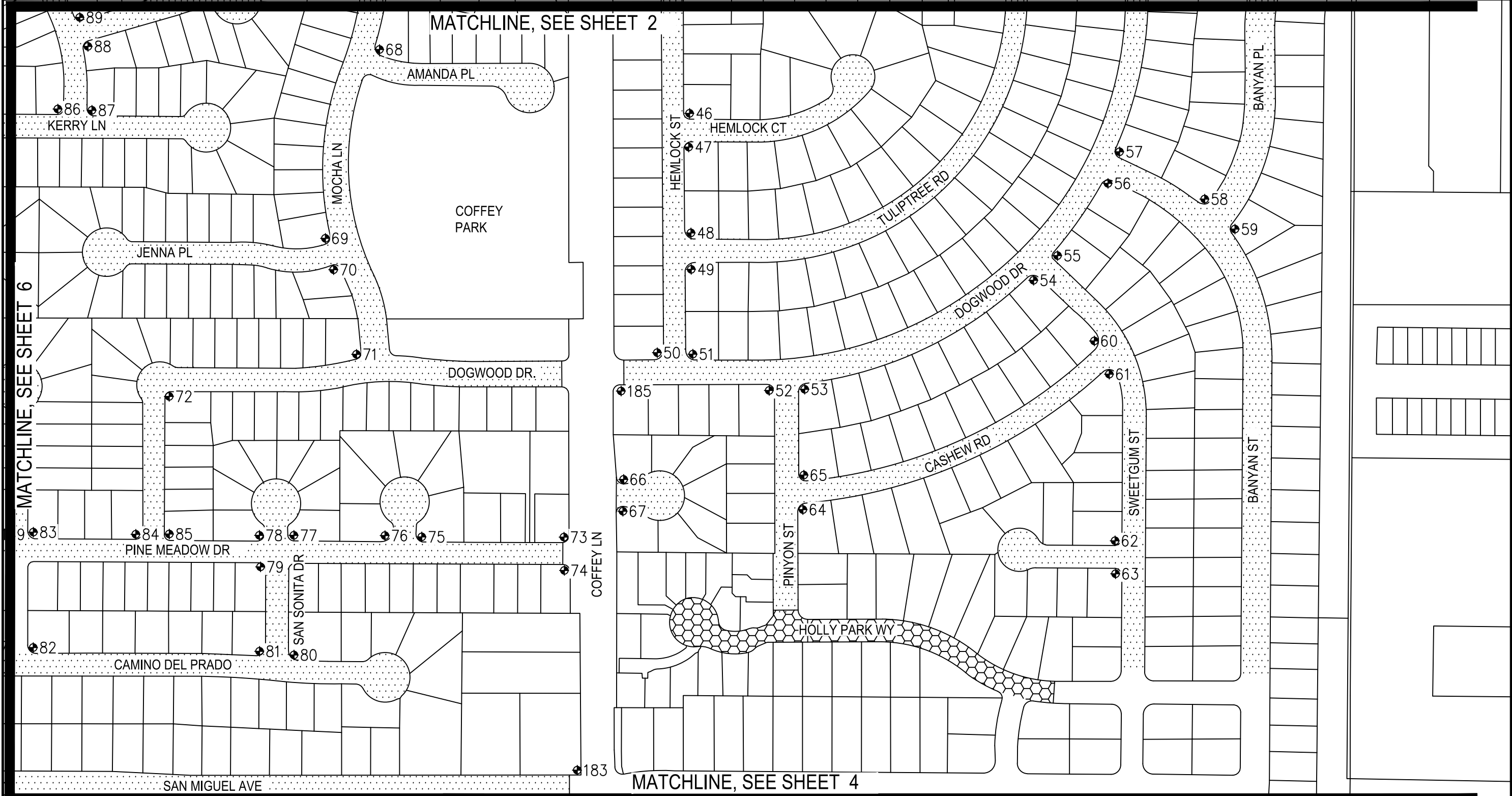
COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

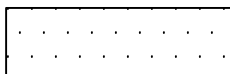
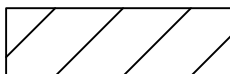
Sheet 2 of 34 Sheets

Scale: 1" = 200'




**LEGEND**

-  **MILL AND FILL**
-  **SLURRY**

 **DIGOUTS + SLURRY**

 **CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**

 **REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

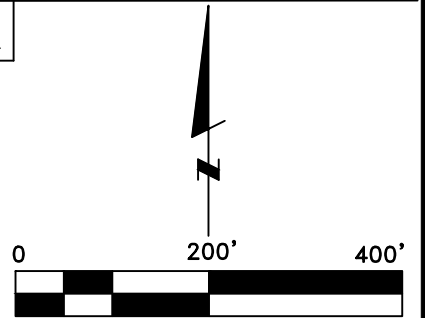
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 3 of  
34 Sheets

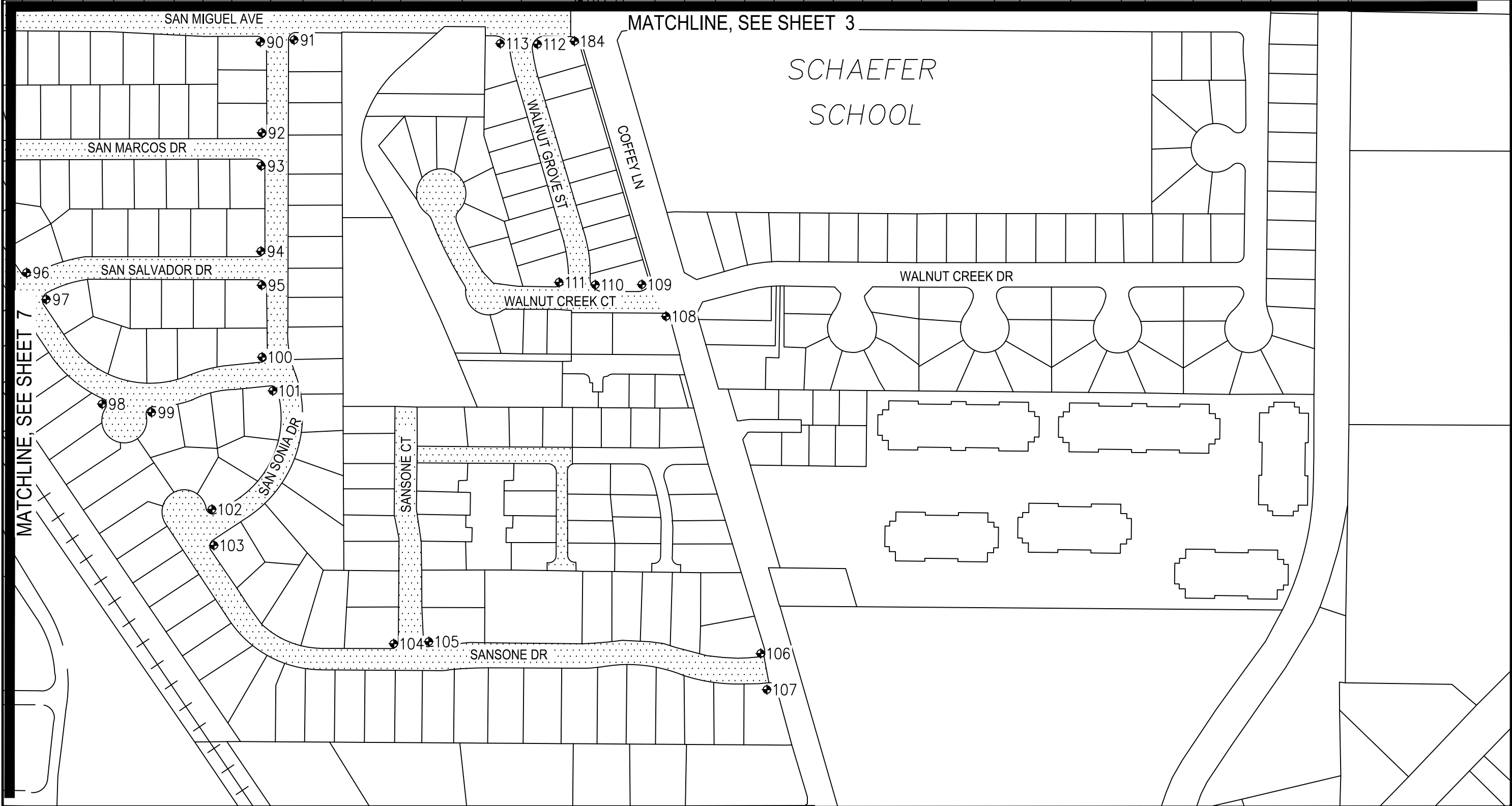
Date: 06-12-2023

Scale: 1" = 200'



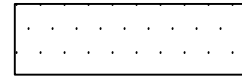

MATCHLINE, SEE SHEET 3

SCHAEFER  
SCHOOL




MATCHLINE, SEE SHEET 7

**LEGEND**

-  **MILL AND FILL**
-  **SLURRY**

 **DIGOUTS + SLURRY**

 **CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**

 **REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

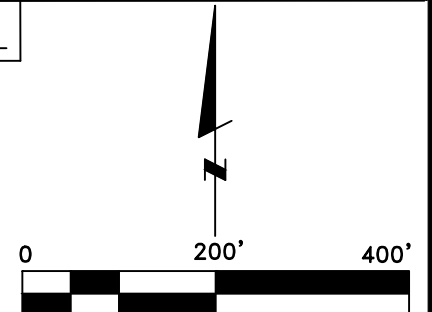
**CITY OF SANTA ROSA**

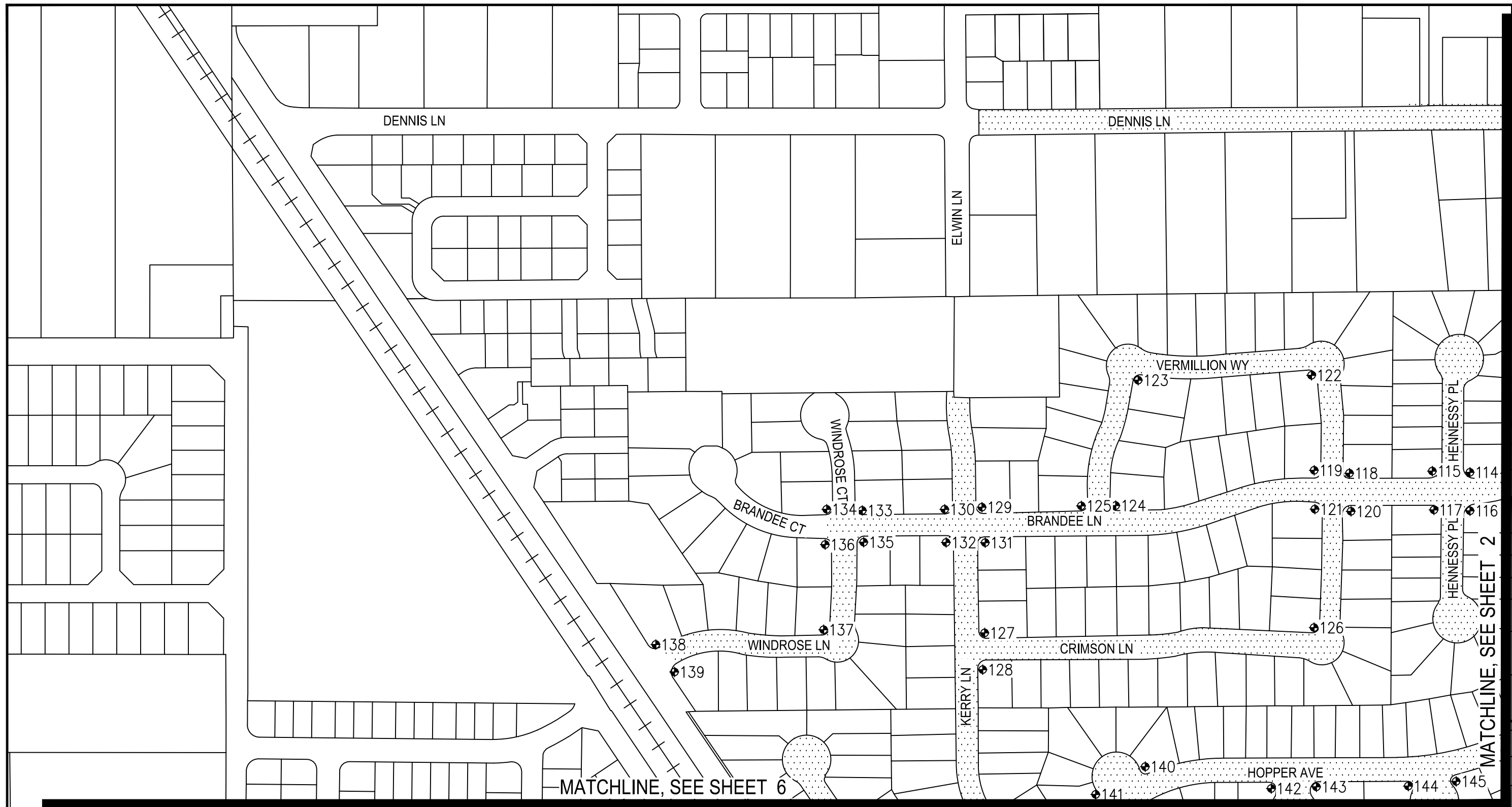
COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 4 of  
34 Sheets

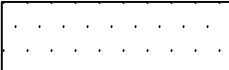

Date: 06-12-2023

Scale: 1" = 200'






**LEGEND**

-  MILL AND FILL
-  SLURRY

 DIGOUTS + SLURRY

 CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE

 REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

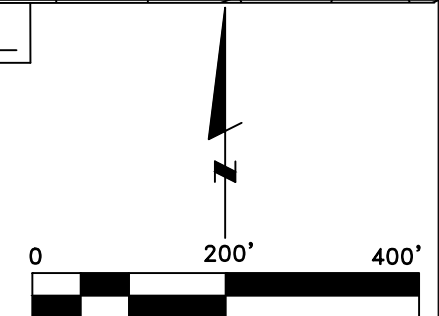
**CITY OF SANTA ROSA**

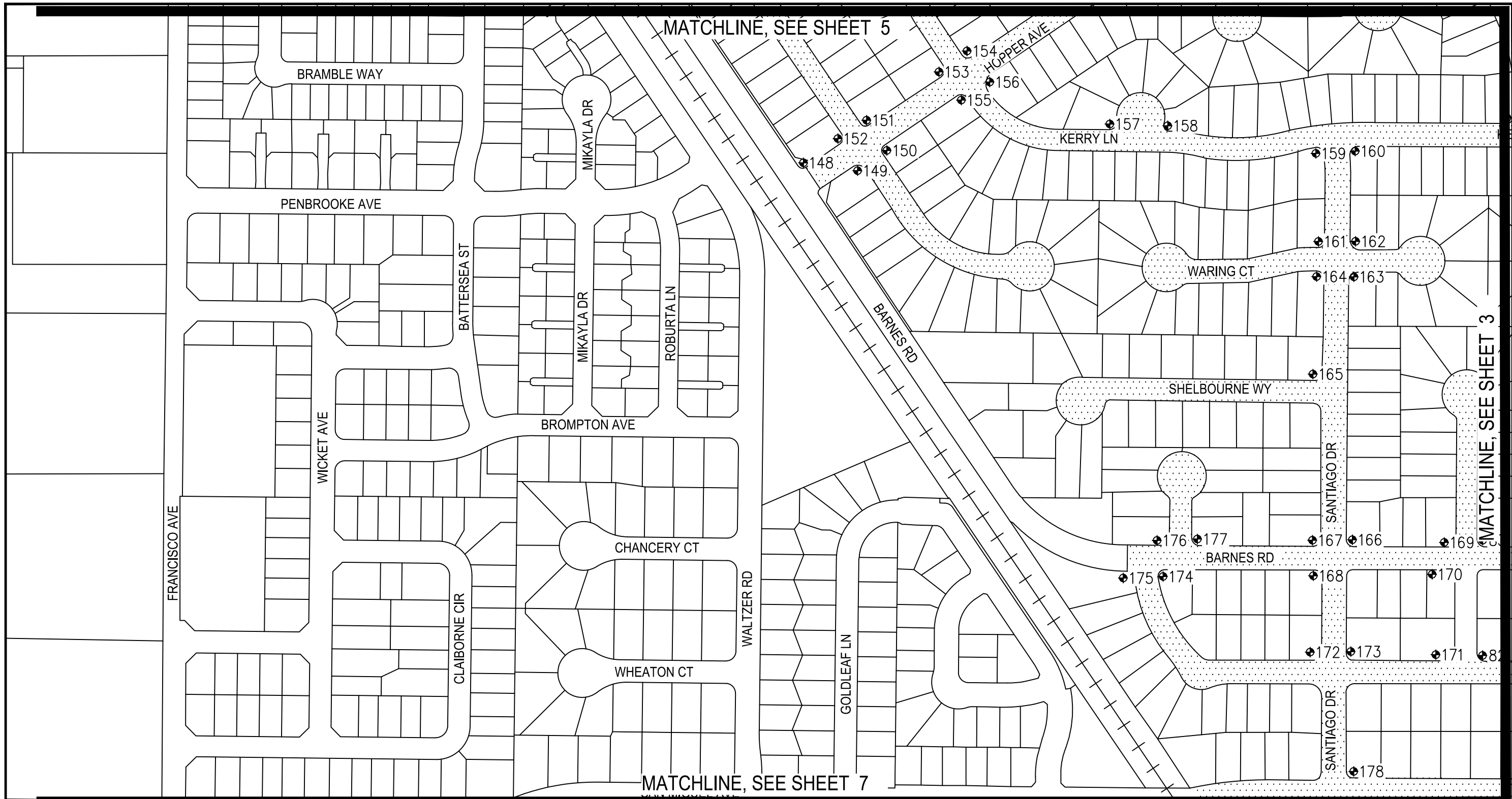
COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 5 of  
34 Sheets

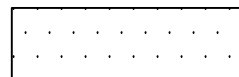
Date: 06-12-2023

Scale: 1" = 200'

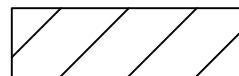




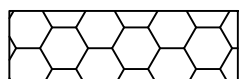
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

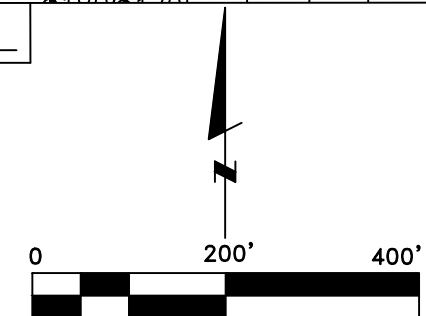
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

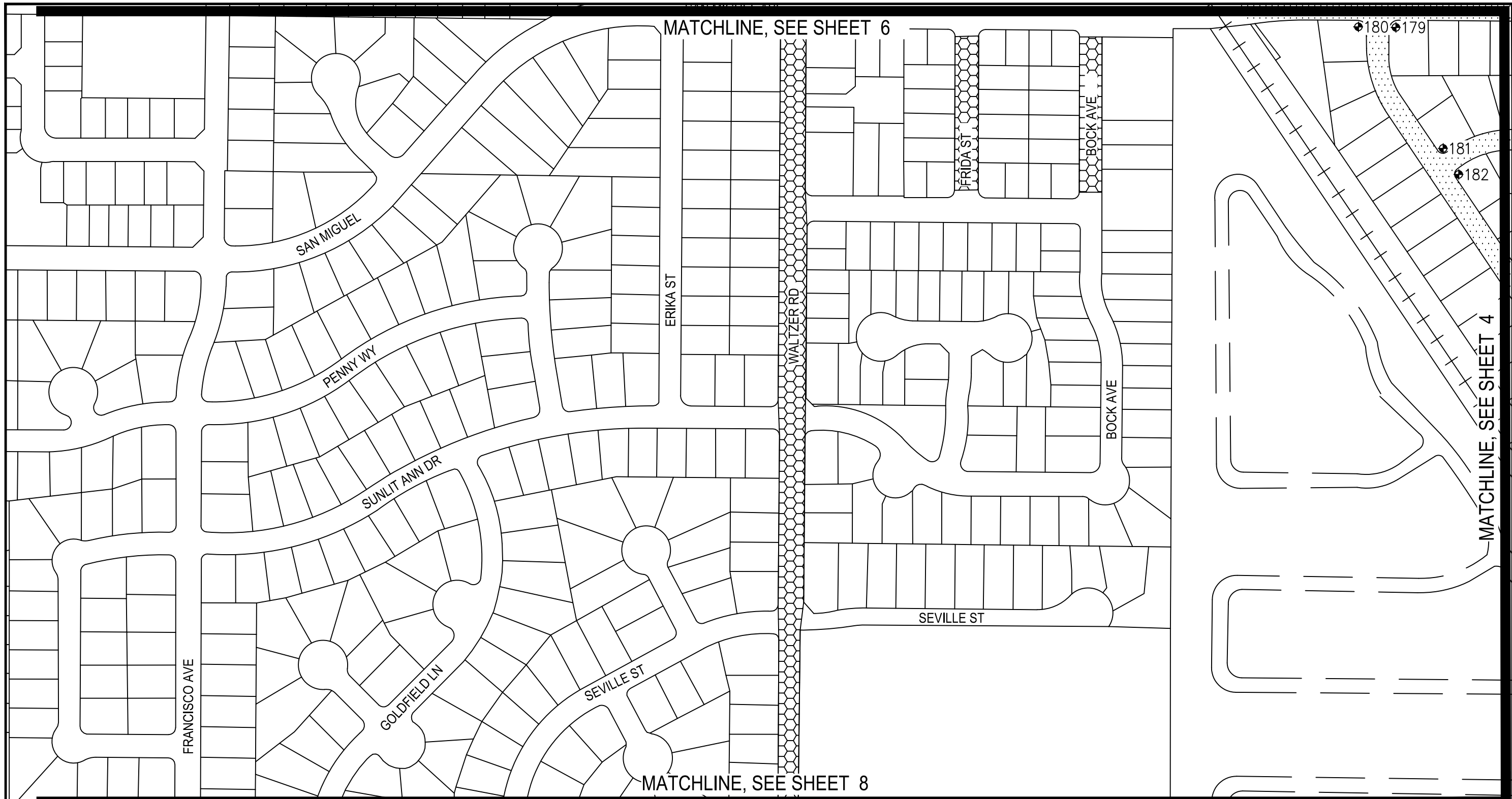
Sheet 6 of  
34 Sheets

Date: 06-12-2023

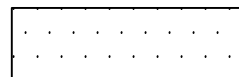
Scale: 1" = 200'



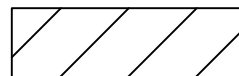




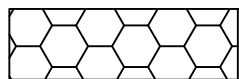
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

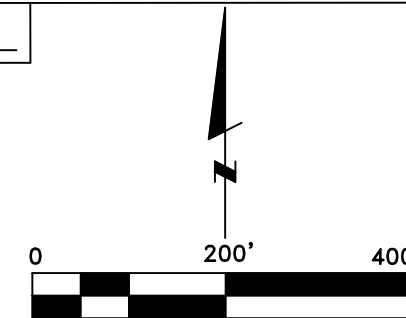
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

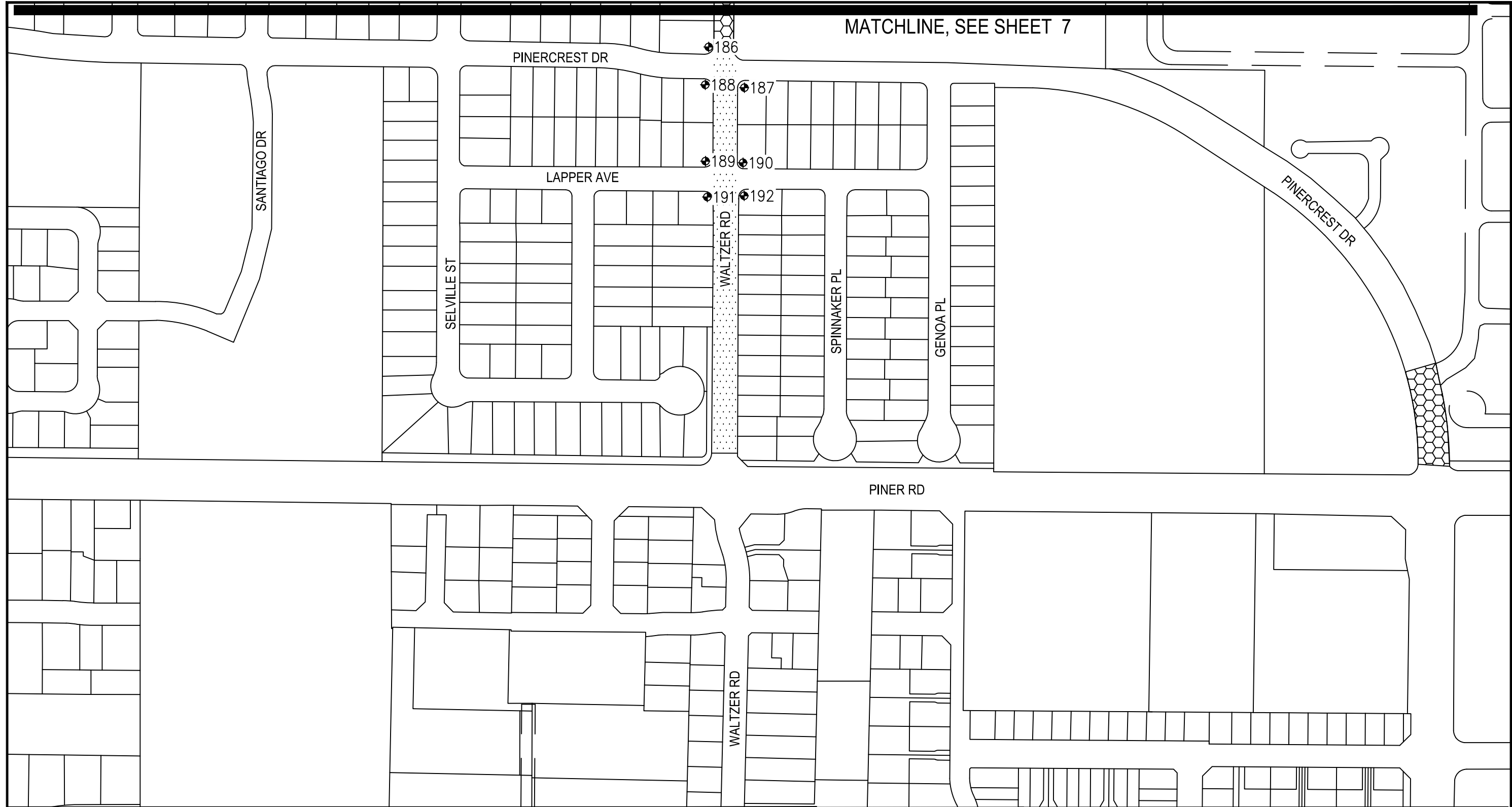
Sheet 7 of  
34 Sheets

Date: 06-12-2023

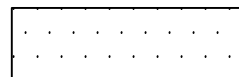
Scale: 1" = 200'



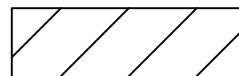
MATCHLINE, SEE SHEET 7



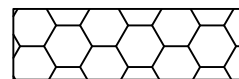
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

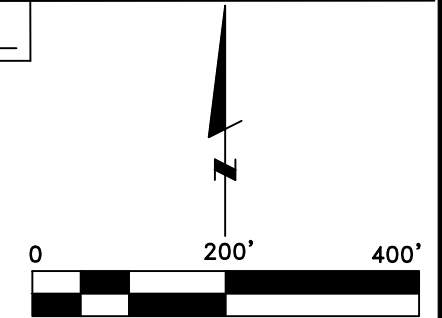
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

Sheet 8 of  
34 Sheets

Scale: 1" = 200'



MATCHLINE, SEE SHEET 11

FOUNTAINGROVE PRKWY.

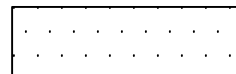
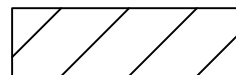
MATCHLINE, SEE SHEET 10

BICENTENNIAL WY.

LAKE PARK DR.


KAISER HOSPITAL

**LEGEND**

-  MILL AND FILL
-  SLURRY

 DIGOUTS + SLURRY

 CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE

 REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

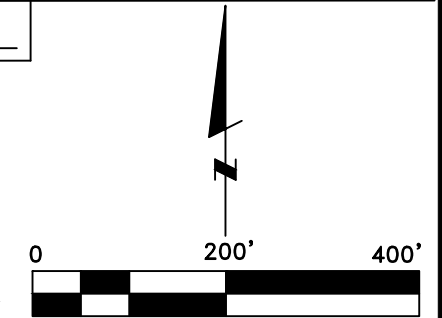
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

Sheet 9 of  
34 Sheets

Scale: 1" = 200'


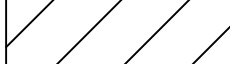




MATCHLINE, SEE SHEET 9


MATCHLINE, SEE SHEET 12

**LEGEND**

-  MILL AND FILL
-  SLURRY

 DIGOUTS + SLURRY

 CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE

 REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

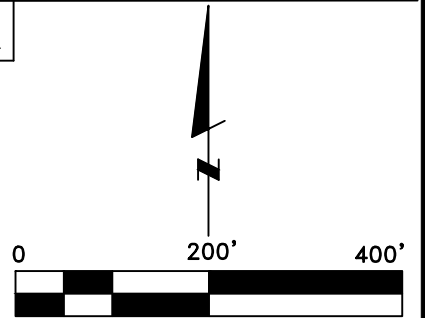
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

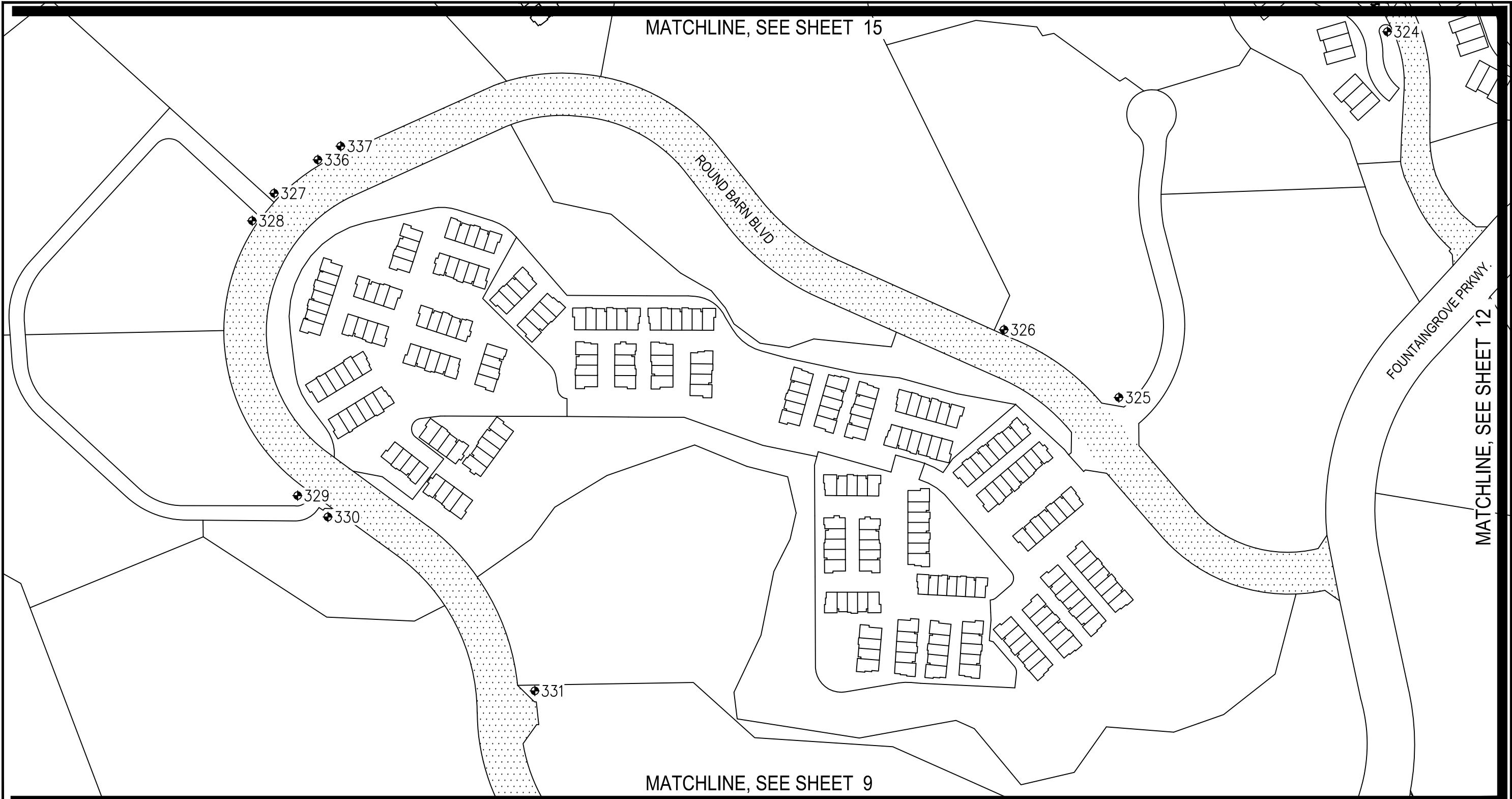
Sheet 10 of  
34 Sheets

Date: 06-12-2023

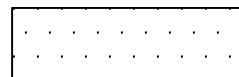
Scale: 1" = 200'



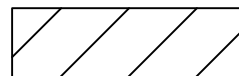
MATCHLINE, SEE SHEET 15



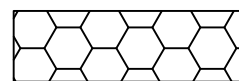
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

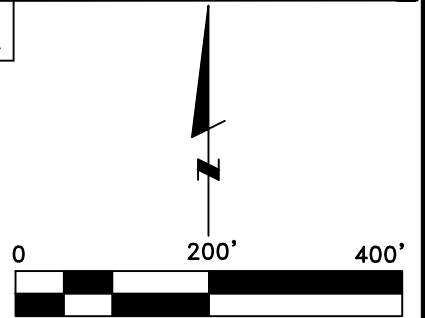
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

Sheet 11 of  
34 Sheets

Scale: 1" = 200'



MATCHLINE, SEE SHEET 16

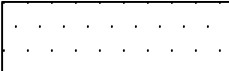
MATCHLINE, SEE SHEET 11

MATCHLINE, SEE SHEET 13

MATCHLINE, SEE SHEET 10



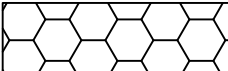
**LEGEND**



**MILL AND FILL**



**SLURRY**



**DIGOUTS + SLURRY**



**CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**



**REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

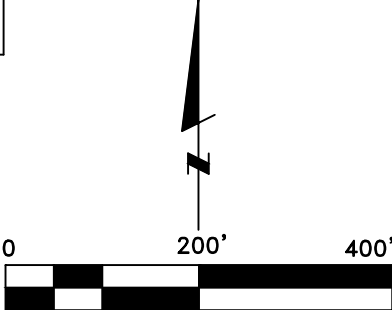
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

Sheet 12 of  
34 Sheets

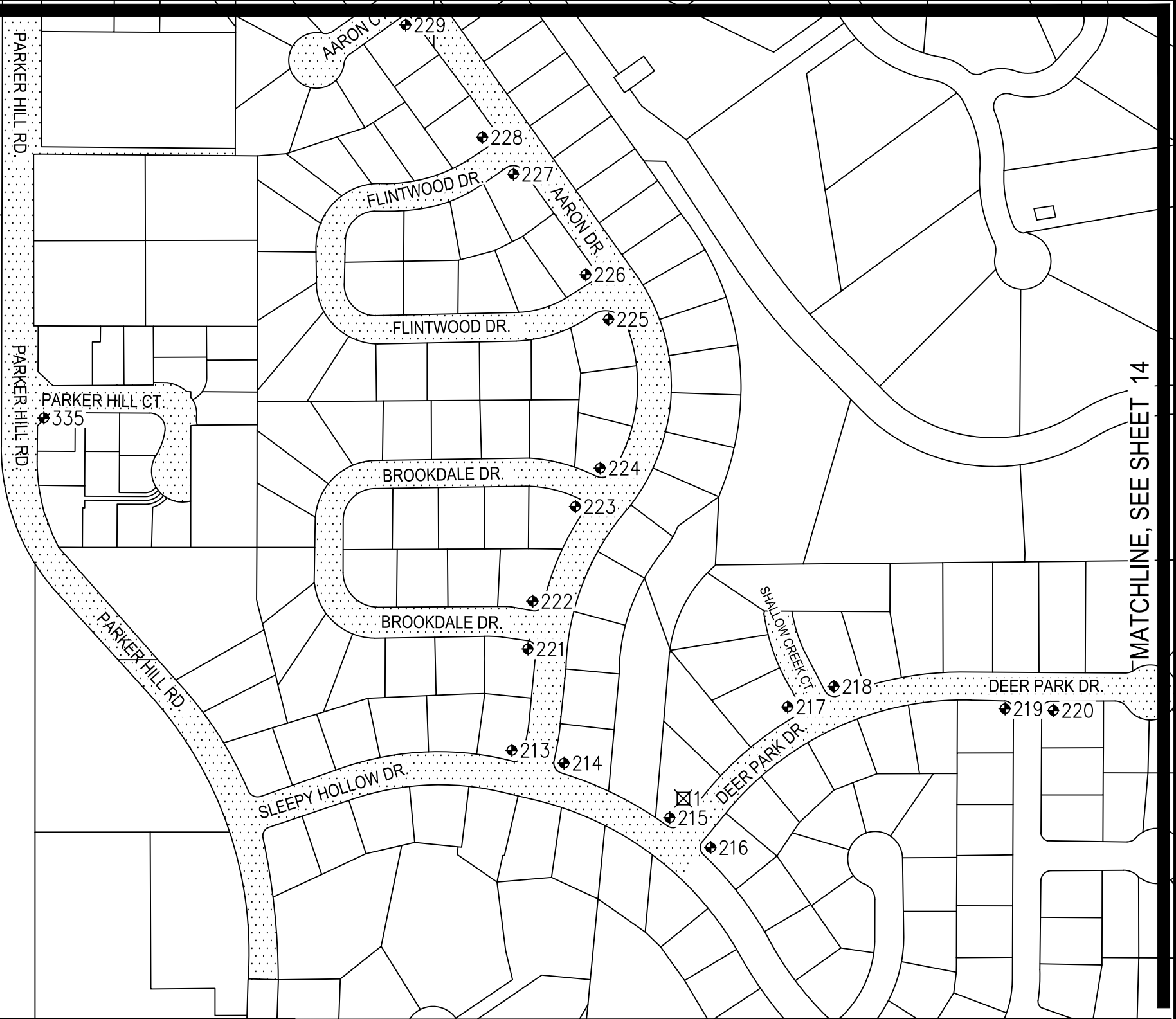
Scale: 1" = 200'



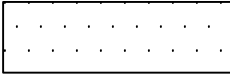

MATCHLINE, SEE SHEET 17

MATCHLINE, SEE SHEET 12

MATCHLINE, SEE SHEET 14




**LEGEND**

-  MILL AND FILL
-  SLURRY

 DIGOUTS + SLURRY

 CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE

 REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

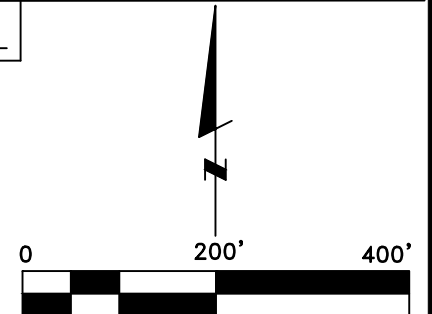
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 13 of  
34 Sheets

Date: 06-12-2023

Scale: 1" = 200'

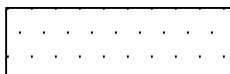
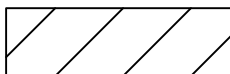


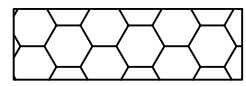


MATCHLINE, SEE SHEET 18

MATCHLINE, SEE SHEET 13



**LEGEND**

-  MILL AND FILL
-  SLURRY

-  DIGOUTS + SLURRY
-  CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE
-  REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

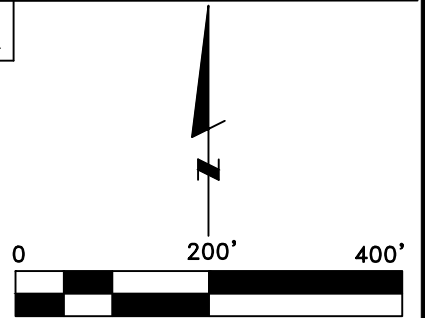
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 14 of  
34 Sheets

Date: 06-12-2023

Scale: 1" = 200'





MATCHLINE, SEE SHEET 19

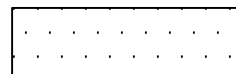
MATCHLINE, SEE SHEET 16

MATCHLINE, SEE SHEET 11

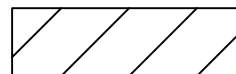
THOMAS LAKE HARRIS DR.

320 319  
322 321  
323

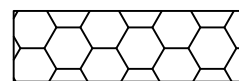
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

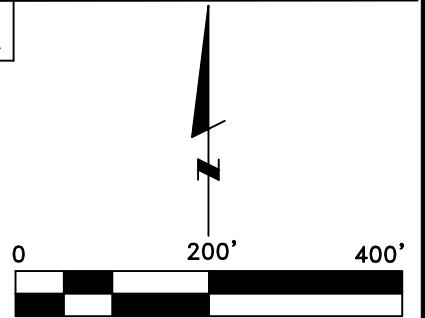
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

Sheet 15 of  
34 Sheets

Scale: 1" = 200'



MATCHLINE, SEE SHEET 20

MATCHLINE, SEE SHEET 15

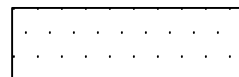
MATCHLINE, SEE SHEET 17



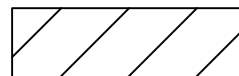
FOUNTAINGROVE PRKWY.

MATCHLINE, SEE SHEET 12

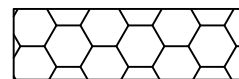
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

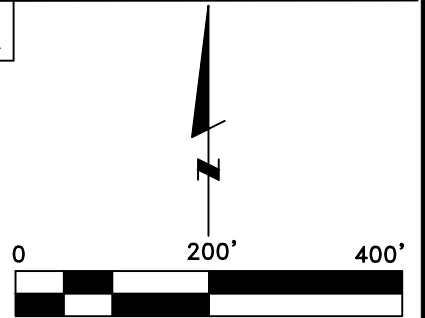
**CITY OF SANTA ROSA**

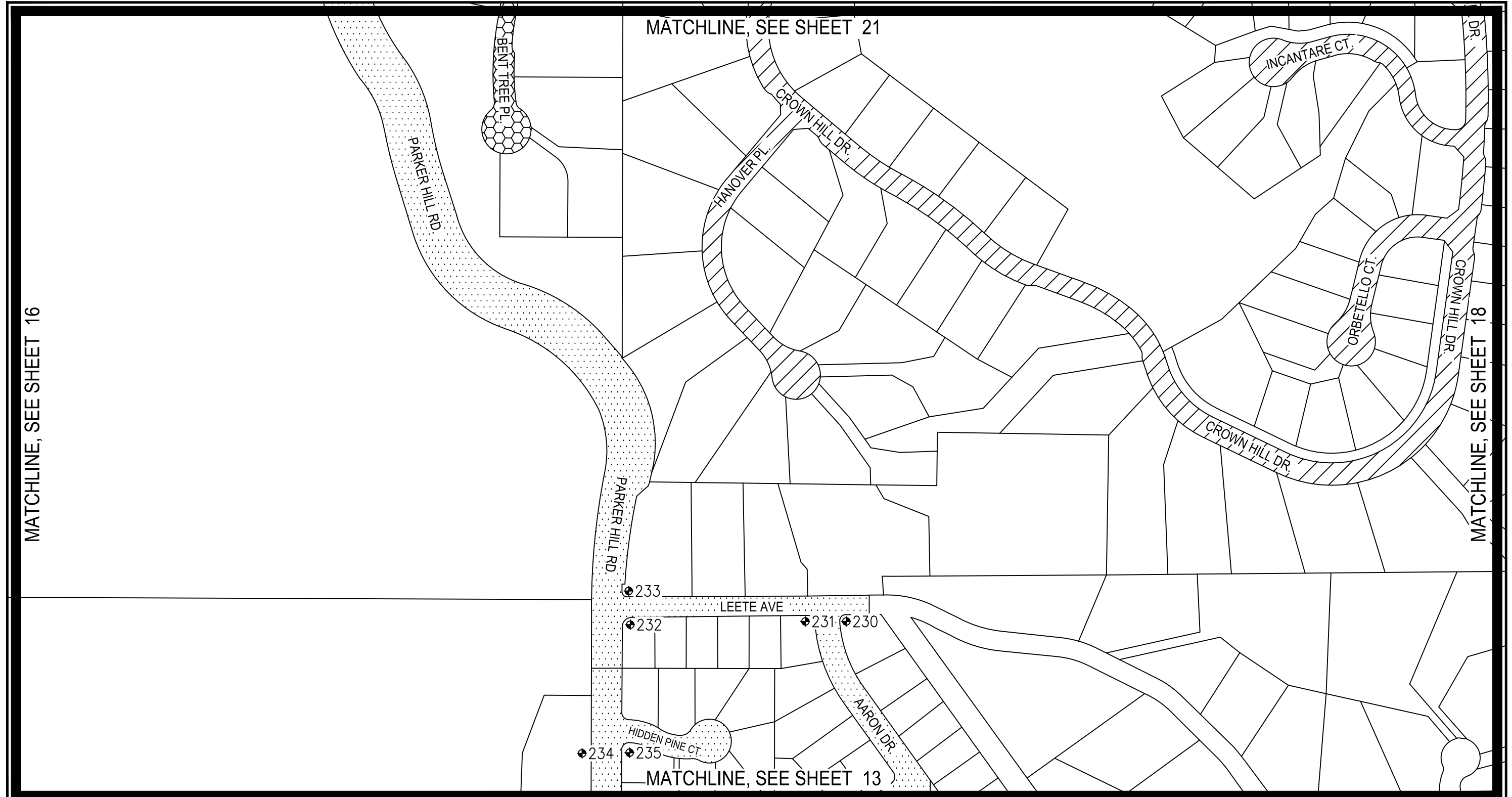
COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

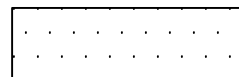
Sheet 16 of  
34 Sheets

Scale: 1" = 200'

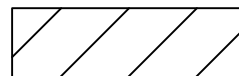




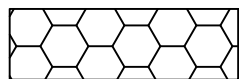
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

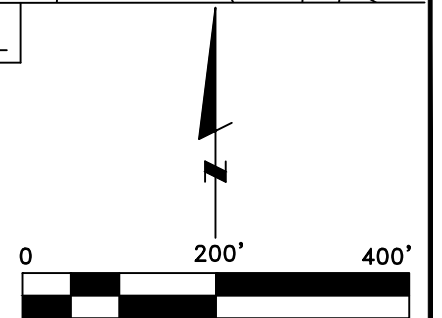
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 17 of  
34 Sheets

Date: 06-12-2023

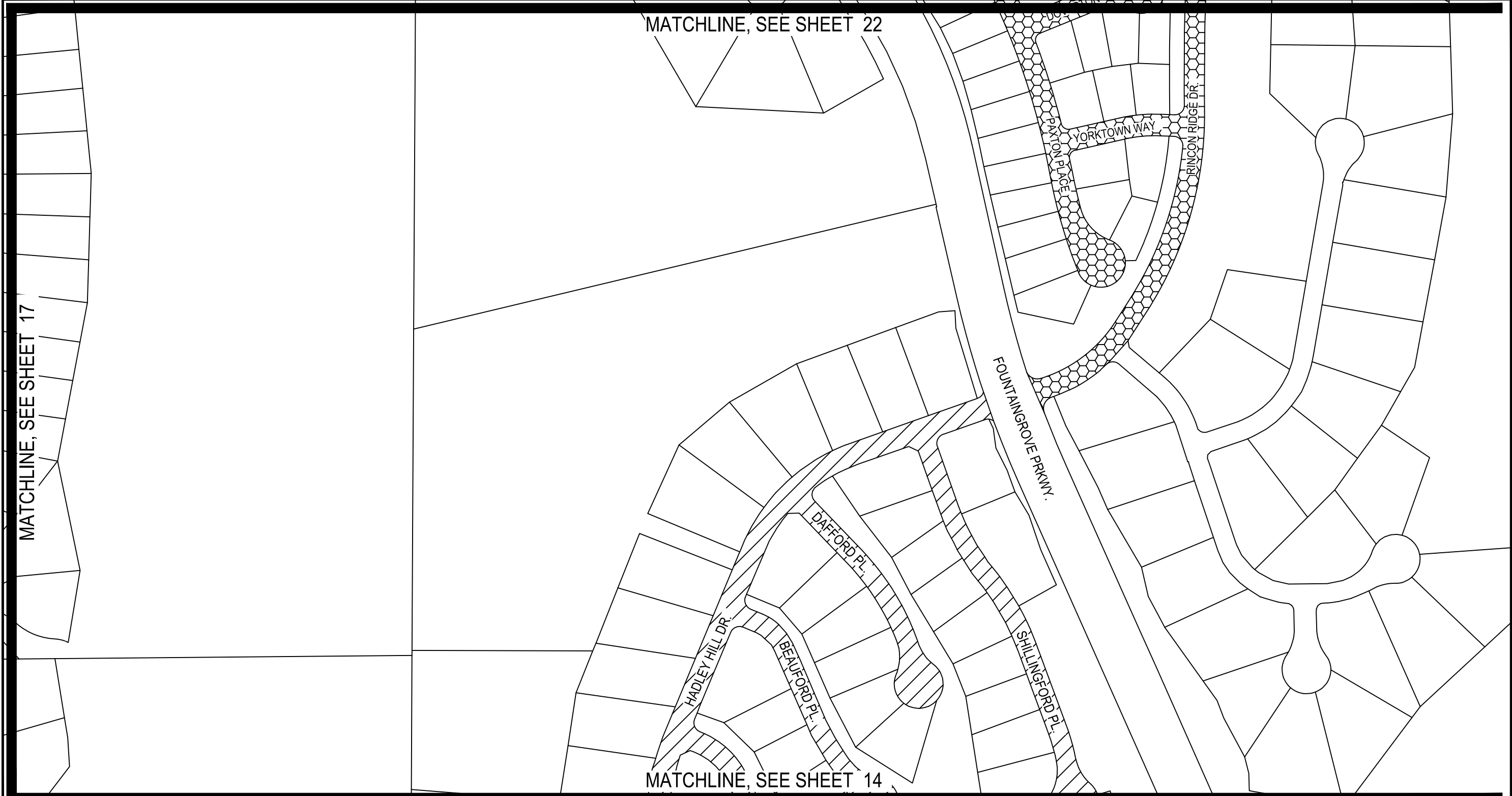
Scale: 1" = 200'



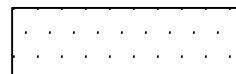
MATCHLINE, SEE SHEET 22

MATCHLINE, SEE SHEET 17

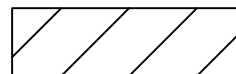
MATCHLINE, SEE SHEET 14



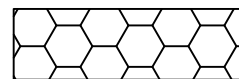
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

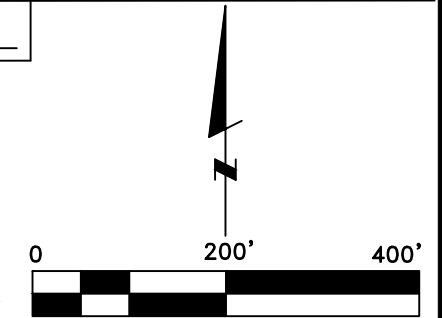
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

Sheet 18 of  
34 Sheets

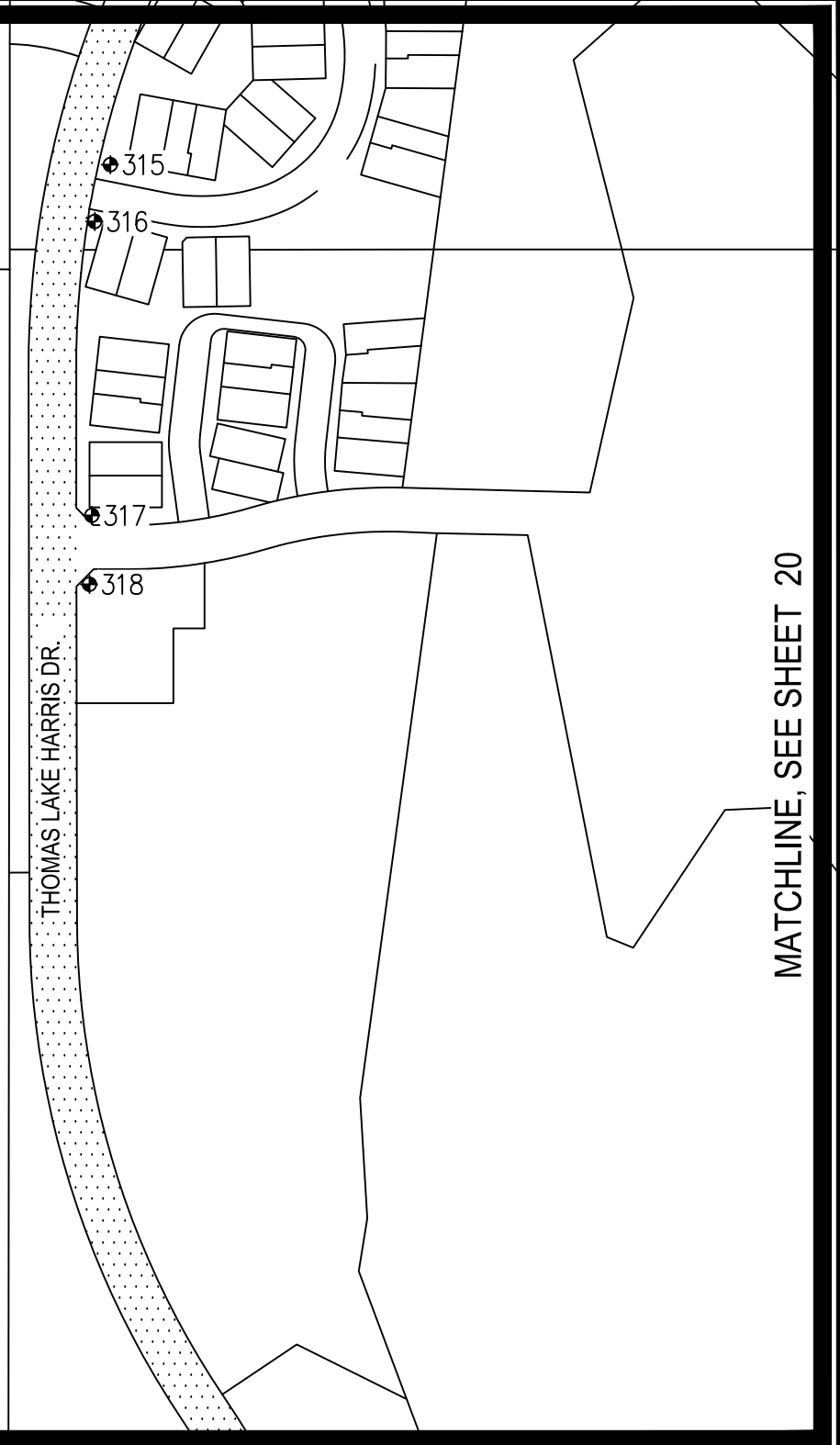
Scale: 1" = 200'



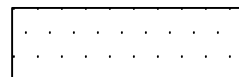
MATCHLINE, SEE SHEET 29

MATCHLINE, SEE SHEET 15

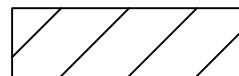
MATCHLINE, SEE SHEET 20



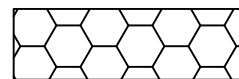
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

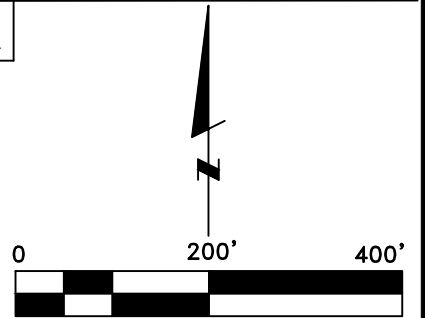
**CITY OF SANTA ROSA**

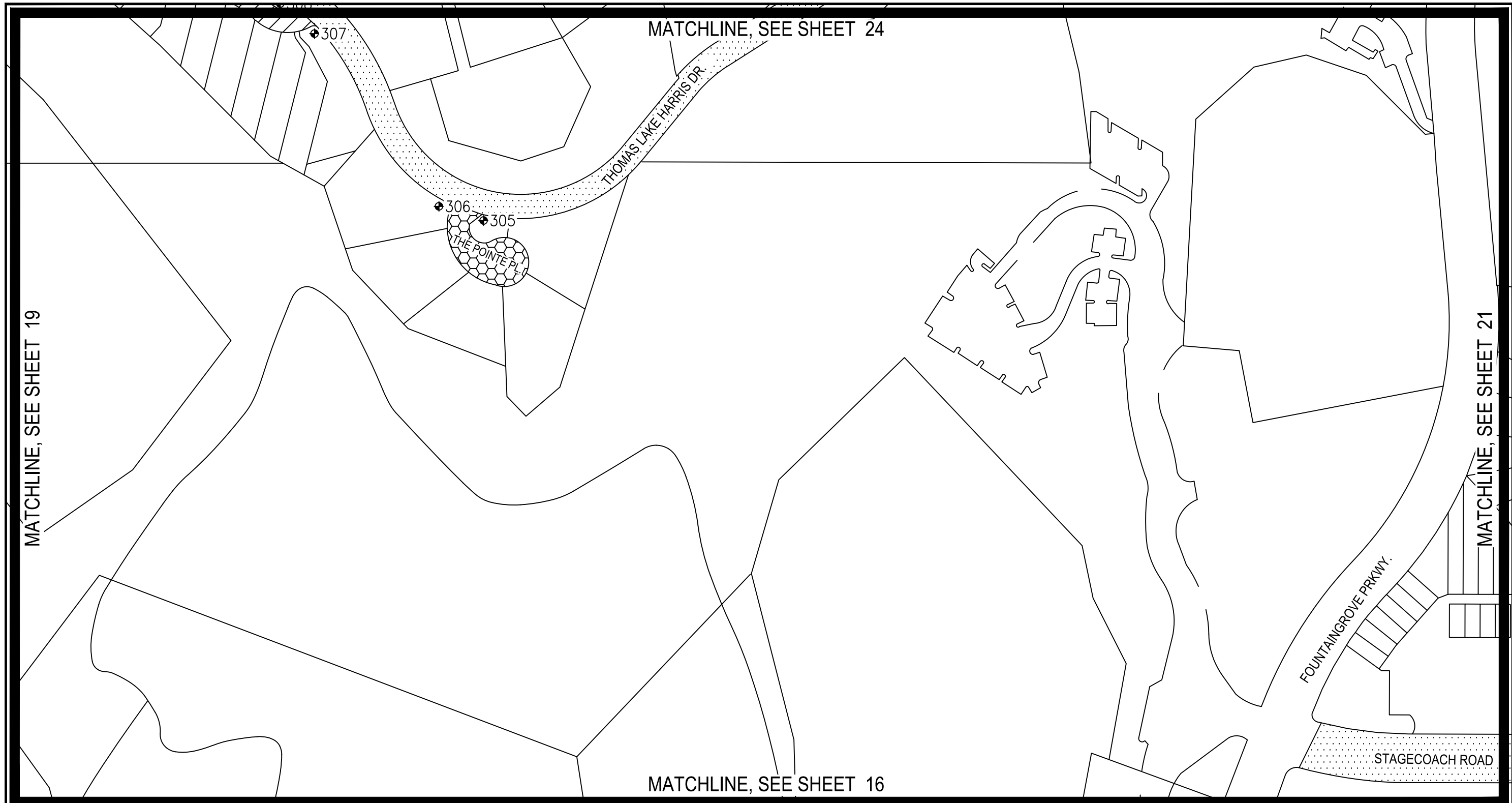
COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023



Sheet 19 of  
34 Sheets

Scale: 1" = 200'






**LEGEND**

-  MILL AND FILL
-  SLURRY

 DIGOUTS + SLURRY

 CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE

 REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

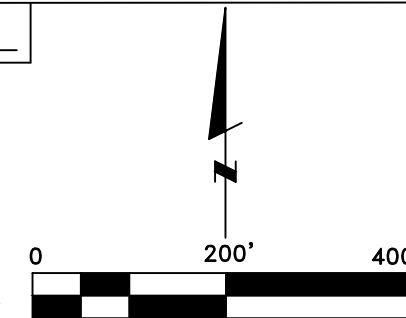
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 20 of  
34 Sheets



Date: 06-12-2023

Scale: 1" = 200'






**LEGEND**

-  MILL AND FILL
-  SLURRY

 DIGOUTS + SLURRY

 CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE

 REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

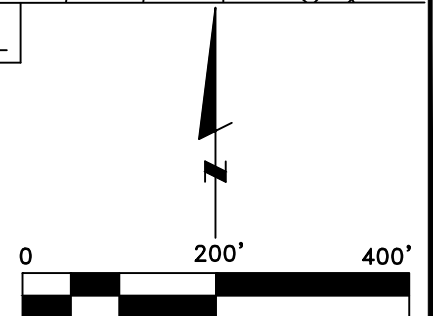
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 21 of  
34 Sheets

Date: 06-12-2023

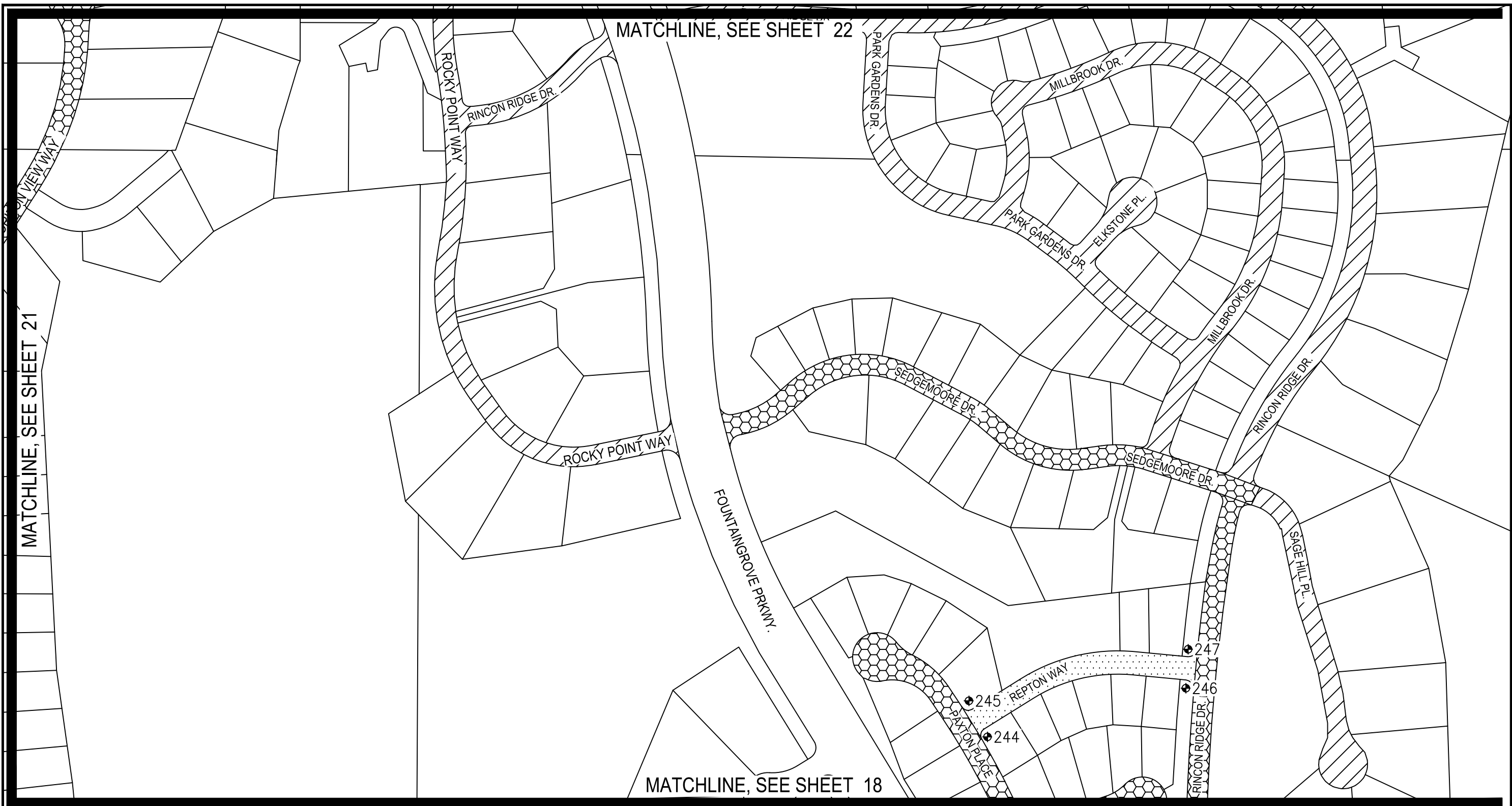
Scale: 1" = 200'



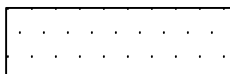
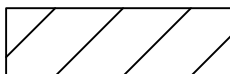
MATCHLINE, SEE SHEET 22




MATCHLINE, SEE SHEET 21

MATCHLINE, SEE SHEET 18



**LEGEND**

-  MILL AND FILL
-  SLURRY

-  DIGOUTS + SLURRY
-  CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE
-  REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

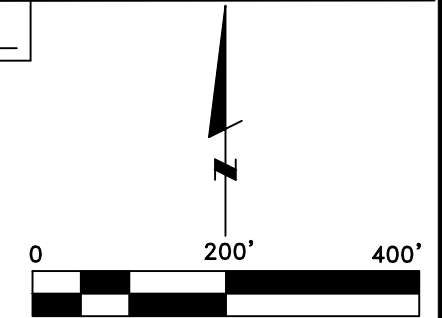
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 22 of  
34 Sheets

Date: 06-12-2023

Scale: 1" = 200'

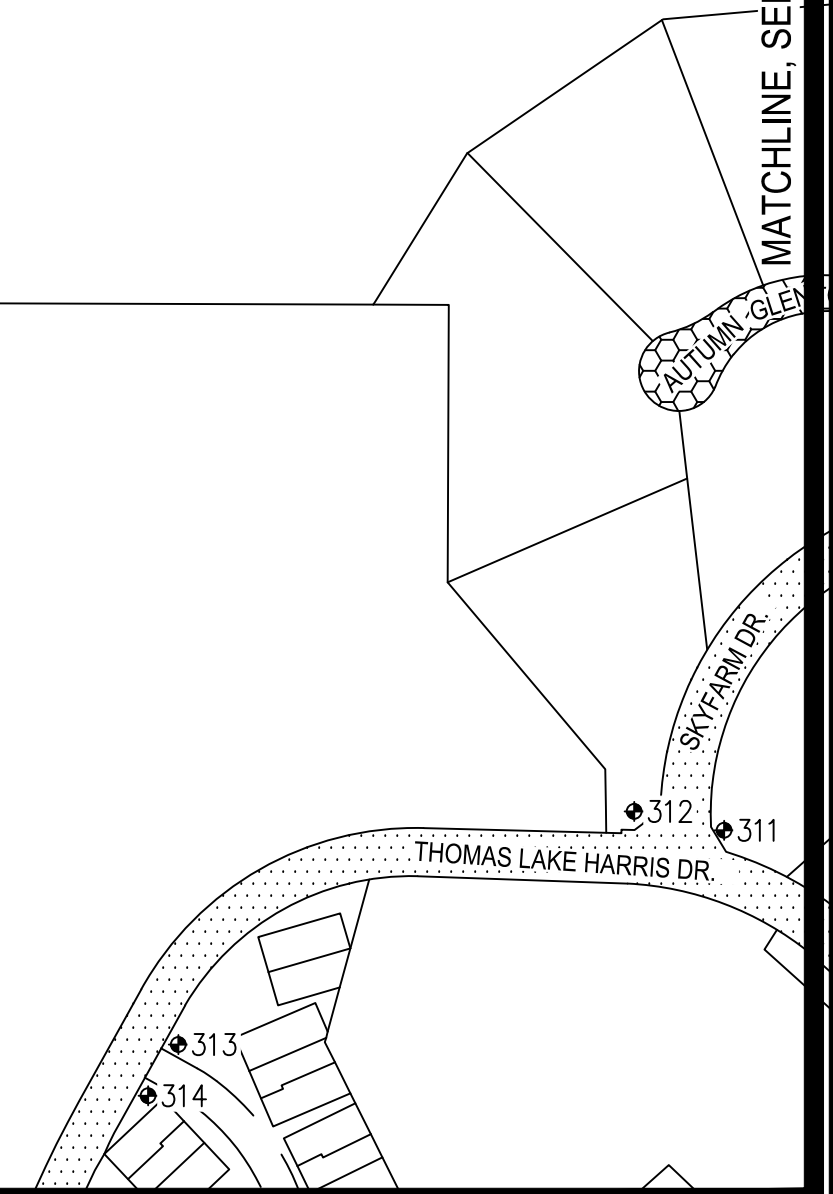




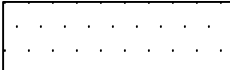

MATCHLINE, SEE SHEET 27

MATCHLINE, SEE SHEET 24

MATCHLINE, SEE SHEET 19




**LEGEND**

-  MILL AND FILL
-  SLURRY

 DIGOUTS + SLURRY

 CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE

 REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

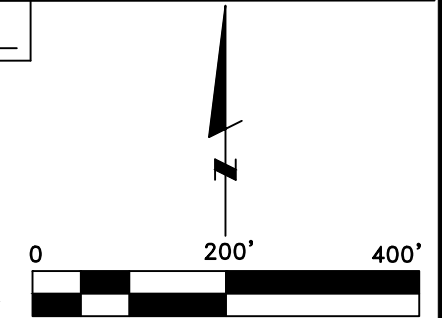
**CITY OF SANTA ROSA**

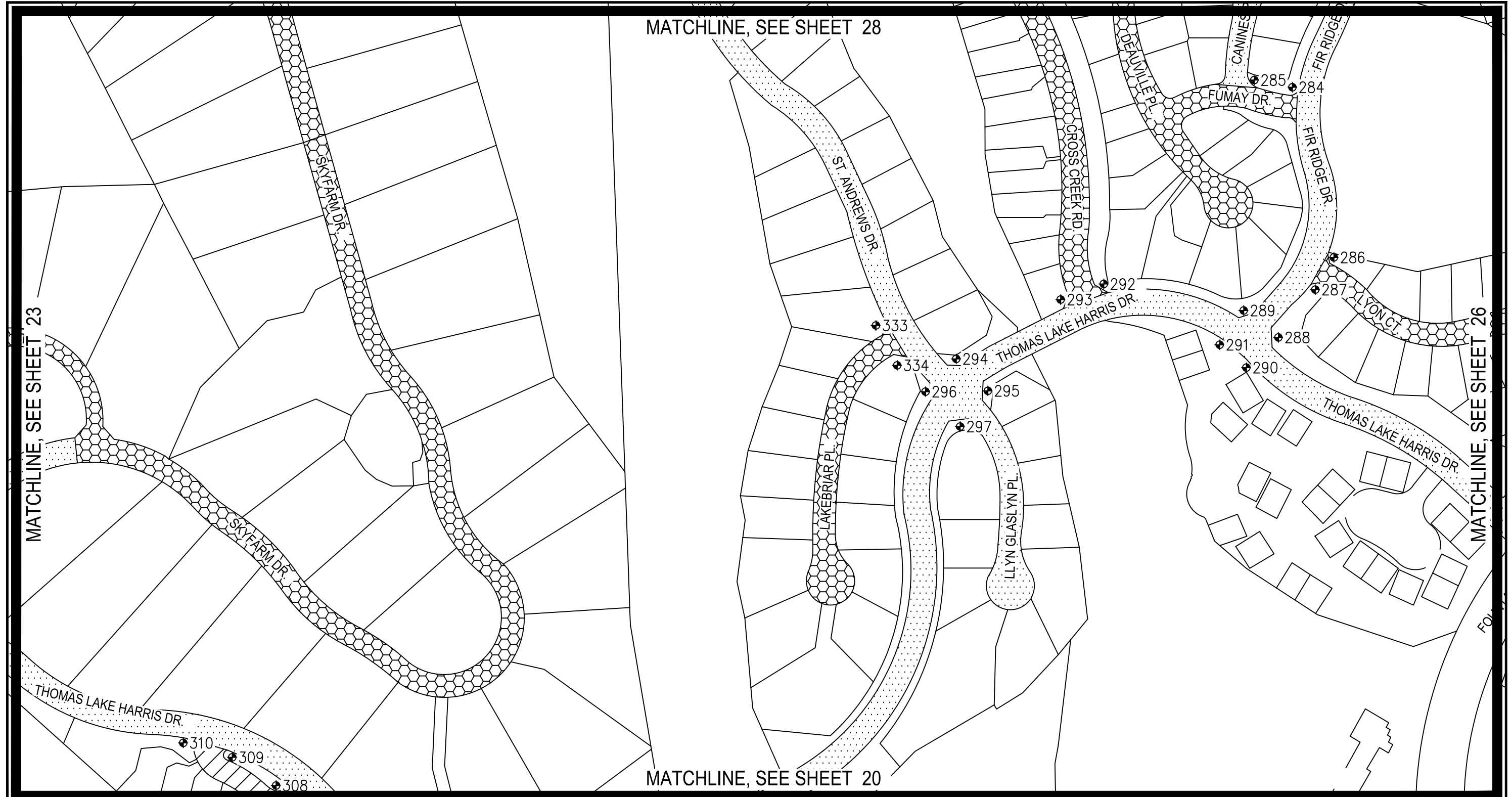
COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

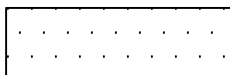
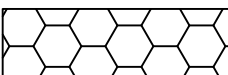
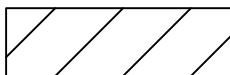


Sheet 23 of  
34 Sheets

Scale: 1" = 200'





**LEGEND**

	MILL AND FILL		DIGOUTS + SLURRY
	SLURRY		CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE
			REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

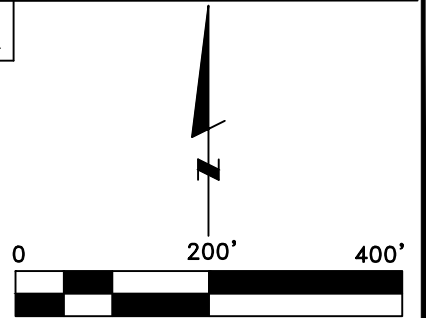
**CITY OF SANTA ROSA**

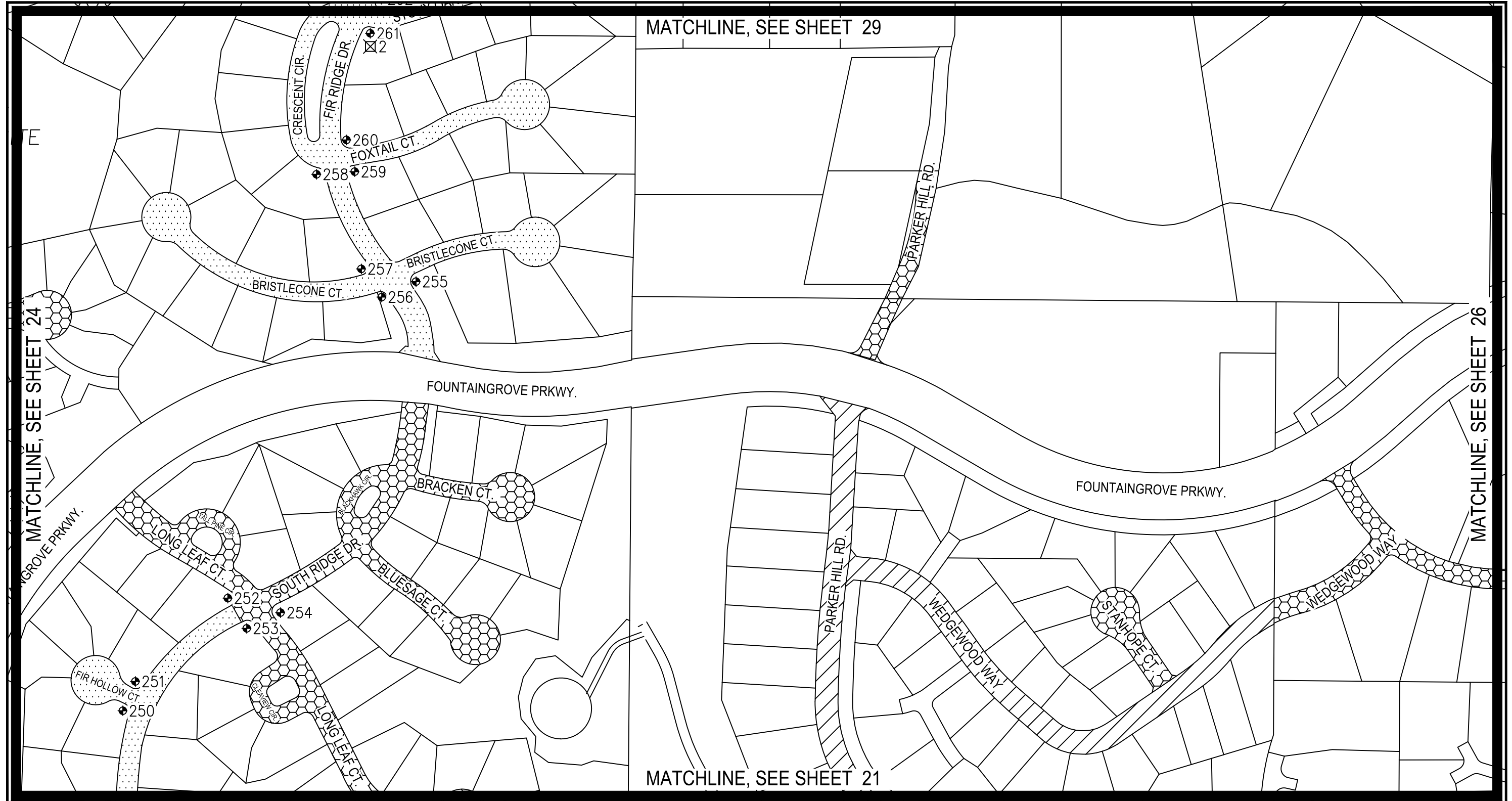
COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 24 of 34 Sheets

Date: 06-12-2023

Scale: 1" = 200'







MATCHLINE, SEE SHEET 29

MATCHLINE, SEE SHEET 24

MATCHLINE, SEE SHEET 26


MATCHLINE, SEE SHEET 21

**LEGEND**

-  **MILL AND FILL**
-  **SLURRY**

 **DIGOUTS + SLURRY**

 **CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**

 **REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

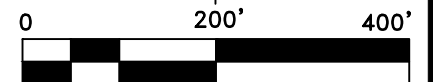
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

Sheet 25 of  
34 Sheets

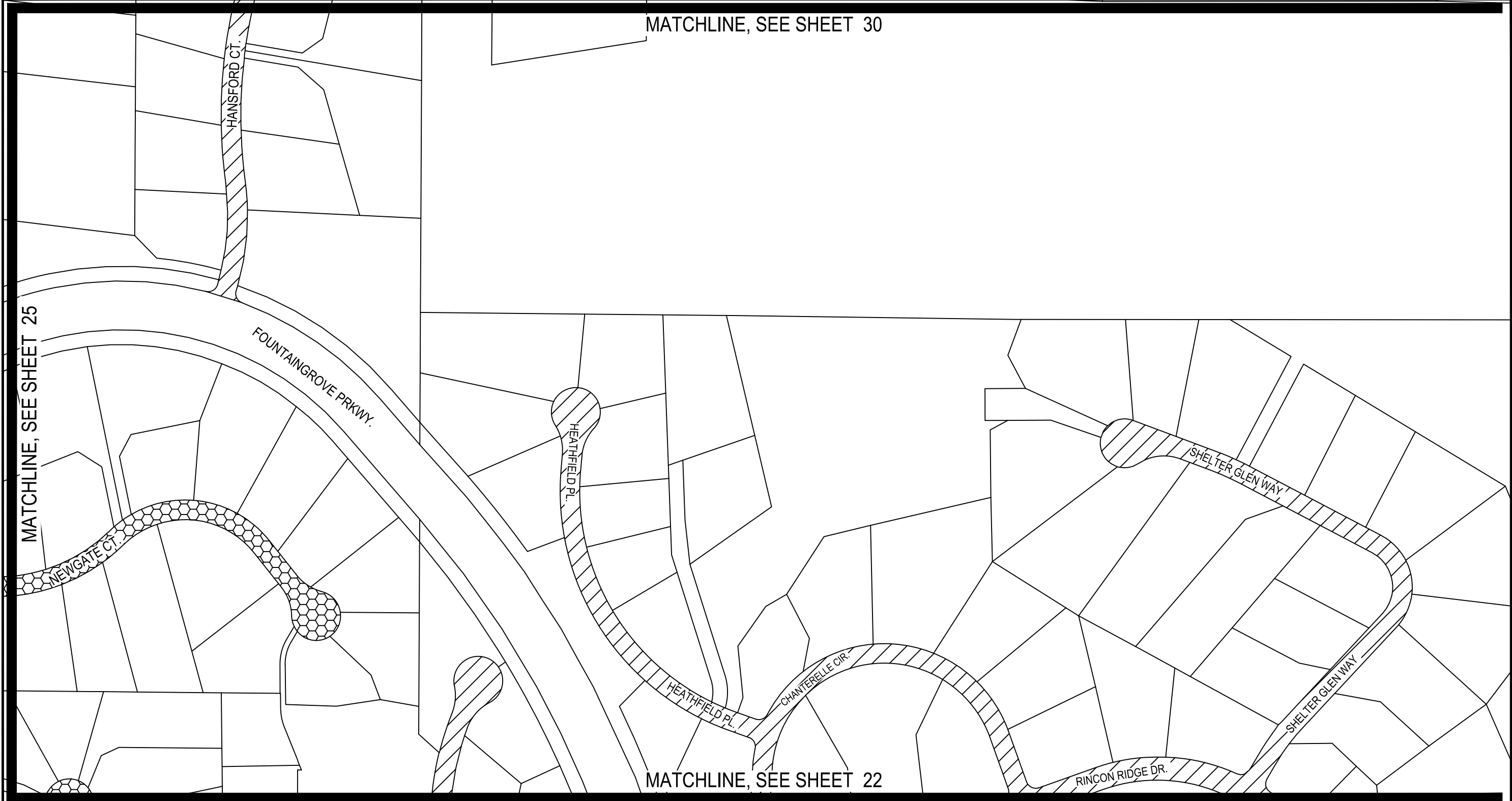
Scale: 1" = 200'



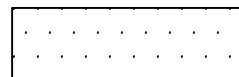
MATCHLINE, SEE SHEET 30

MATCHLINE, SEE SHEET 25

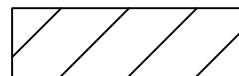
MATCHLINE, SEE SHEET 22



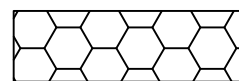
**LEGEND**



**MILL AND FILL**



**SLURRY**



**DIGOUTS + SLURRY**



**CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**



**REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

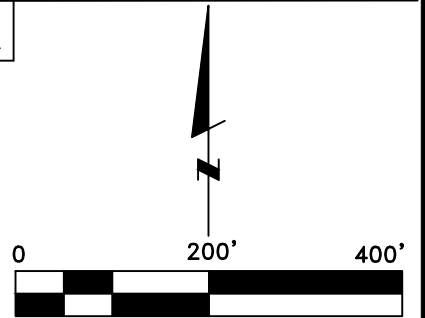
**CITY OF SANTA ROSA**

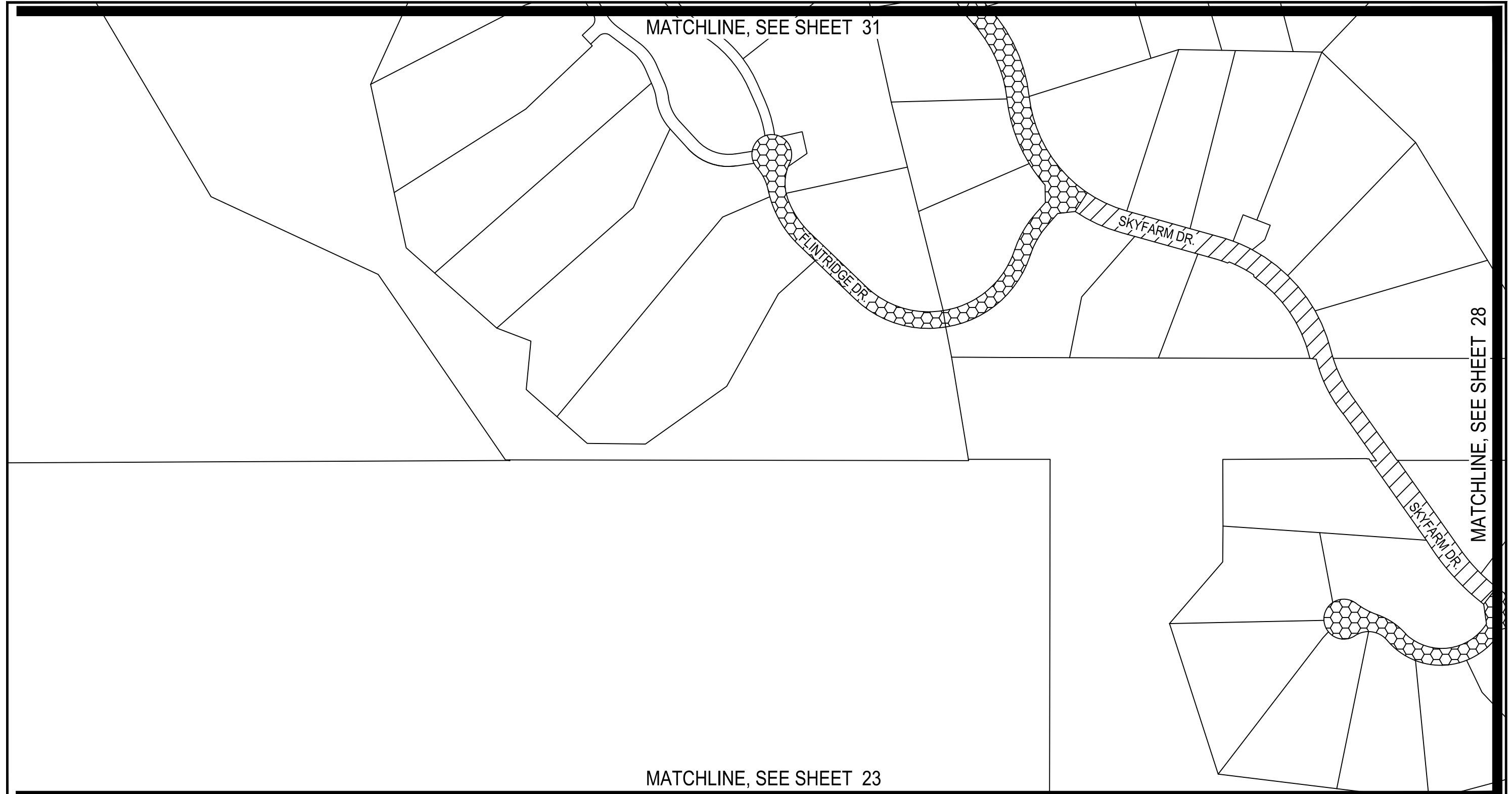
COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Date: 06-12-2023

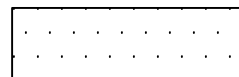
Sheet 26 of  
34 Sheets

Scale: 1" = 200'





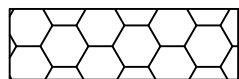
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

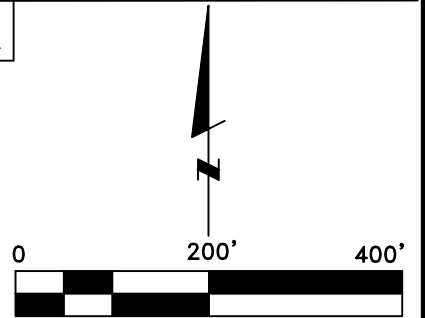
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 27 of  
34 Sheets

Date: 06-12-2023

Scale: 1" = 200'



MATCHLINE, SEE SHEET 32

MATCHLINE, SEE SHEET 27

MATCHLINE, SEE SHEET 29

MATCHLINE, SEE SHEET 24

ST. ANDREWS DR.

CROSS CREEK RD.

WYNDEMERE CIR.

FIR RIDGE PARK

303

302

301

300

299

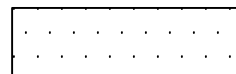
298

282

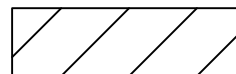
283

281

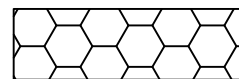
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

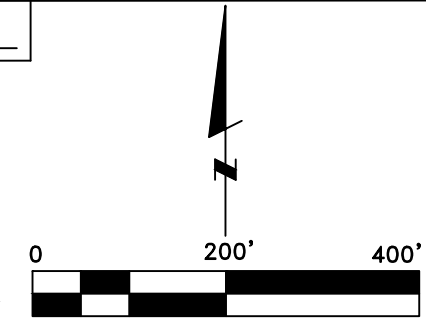
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 28 of  
34 Sheets

Date: 06-12-2023

Scale: 1" = 200'



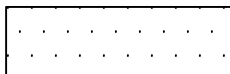
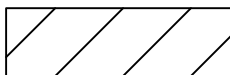


MATCHLINE, SEE SHEET 28

MATCHLINE, SEE SHEET 30


MATCHLINE, SEE SHEET 25

**LEGEND**

-  **MILL AND FILL**
-  **SLURRY**

 **DIGOUTS + SLURRY**

 **CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**

 **REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

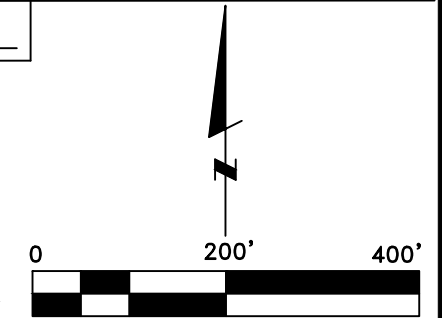
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 29 of  
34 Sheets

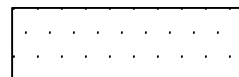
Date: 06-12-2023

Scale: 1" = 200'

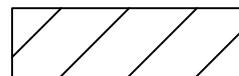




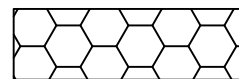
**LEGEND**



**MILL AND FILL**



**SLURRY**



**DIGOUTS + SLURRY**



**CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**



**REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

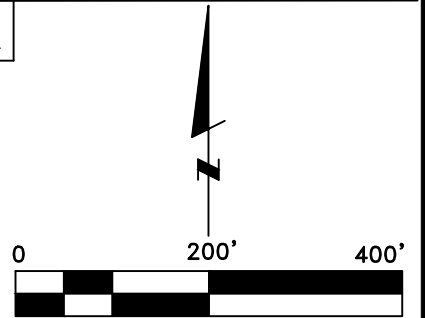
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 30 of  
34 Sheets

Date: 06-12-2023

Scale: 1" = 200'





MATCHLINE, SEE SHEET 33

CLEARBROOK CT.

SKYFARM DR.

332

304

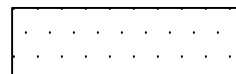
ST. ANDREWS DR.

FAYING

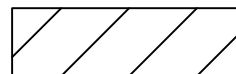
MATCHLINE, SEE SHEET 32

MATCHLINE, SEE SHEET 27

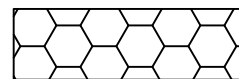
**LEGEND**



MILL AND FILL



SLURRY



DIGOUTS + SLURRY



CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE



REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS

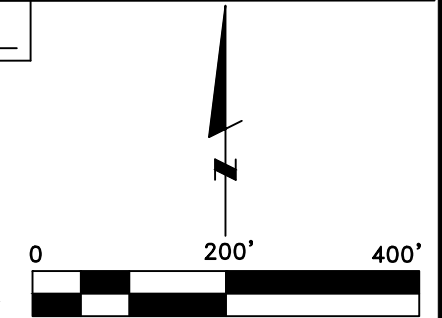
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 31 of  
34 Sheets

Date: 06-12-2023

Scale: 1" = 200'



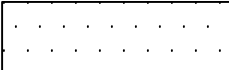

MATCHLINE, SEE SHEET 34

MATCHLINE, SEE SHEET 31

MATCHLINE, SEE SHEET 28



**LEGEND**

-  **MILL AND FILL**
-  **SLURRY**

 **DIGOUTS + SLURRY**

 **CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**

 **REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

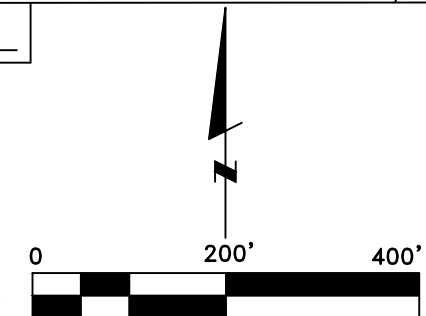
**CITY OF SANTA ROSA**

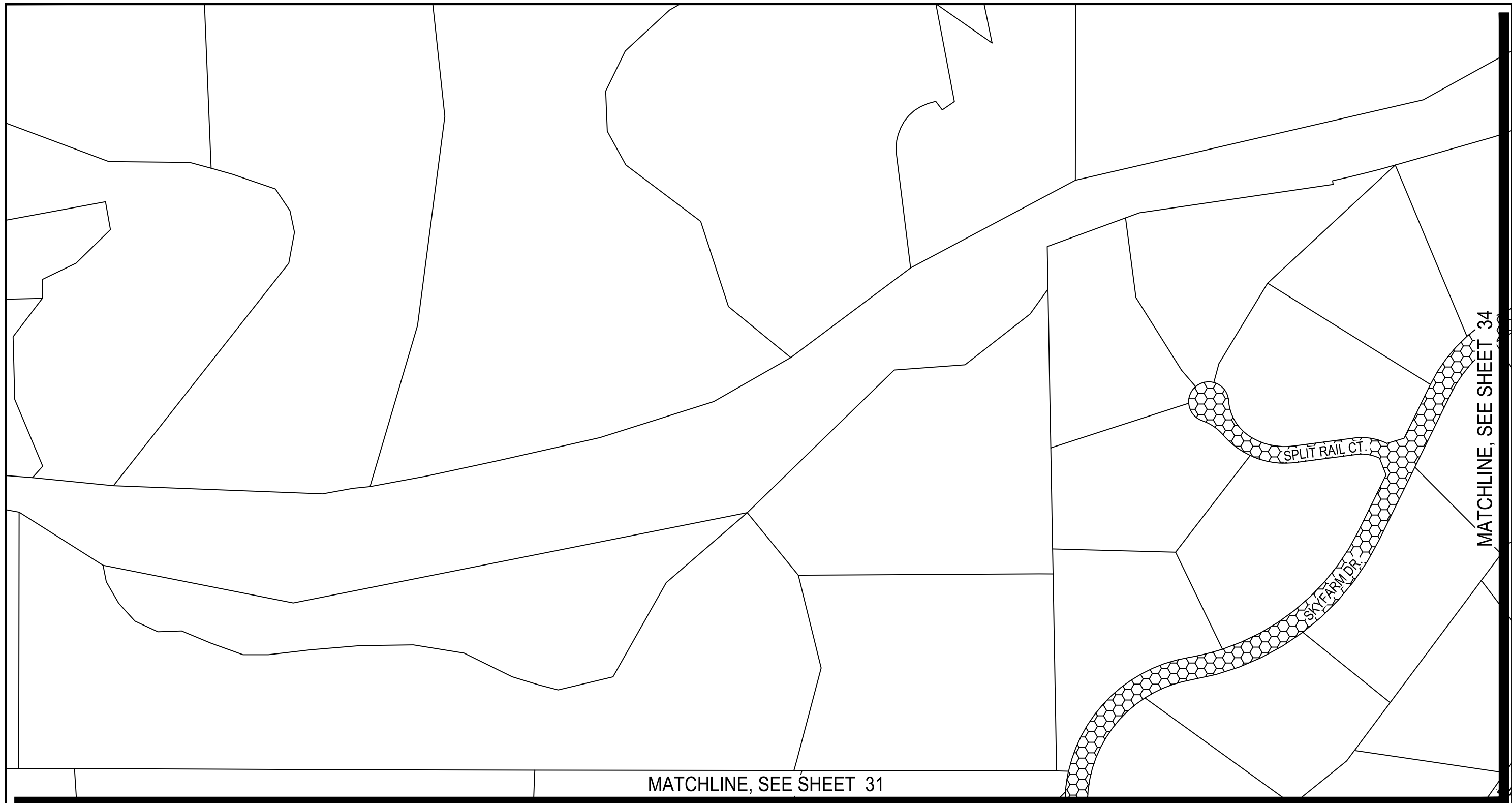
COFFEY PARK AND FOUNTAINGROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 32 of  
34 Sheets

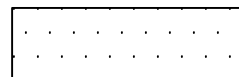
Date: 06-12-2023

Scale: 1" = 200'





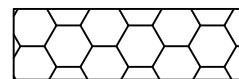
**LEGEND**



**MILL AND FILL**



**SLURRY**



**DIGOUTS + SLURRY**



**CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**



**REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

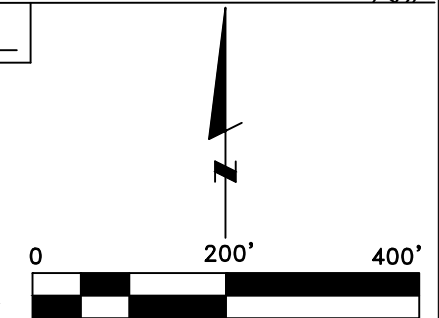
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 33 of  
34 Sheets

Date: 06-12-2023

Scale: 1" = 200'



MATCHLINE, SEE SHEET 31

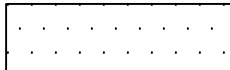

MATCHLINE, SEE SHEET 34



MATCHLINE, SEE SHEET 33

MATCHLINE, SEE SHEET 32

**LEGEND**

-  **MILL AND FILL**
-  **SLURRY**

 **DIGOUTS + SLURRY**

 **CURB RAMP MODIFICATION, SEE CURB RAMP INVENTORY TABLE**

 **REPLACE DAMAGED CURB CATCH BASIN, SEE SECTION 51-7.01E FOR DETAILS**

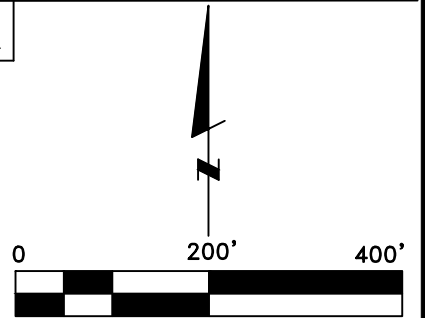
**CITY OF SANTA ROSA**

COFFEY PARK AND FOUNTAIN GROVE  
NEIGHBORHOOD ROAD DISASTER RECOVERY

Sheet 34 of  
34 Sheets

Date: 06-12-2023

Scale: 1" = 200'



BID FORMS

**CITY OF SANTA ROSA**

**STATE OF CALIFORNIA**

COFFEY PARK AND FOUNTAIN GROVE NEIGHBORHOOD ROAD DISASTER RECOVERY

The work to be performed and referred to herein is in the City of Santa Rosa, California and consists of improvements to be constructed in accordance with the provisions of the Invitation for Bids, containing the Notice to Bidders, the Special Provisions, the Project Plan(s), the Bid Forms and the Contract, all of which are by reference incorporated herein, and each Addendum, if any is issued, to any of the above which is also incorporated by reference herein.

TO THE AWARD AUTHORITY OF THE CITY OF SANTA ROSA

The undersigned, as bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that Contractor has carefully examined the Project Plans, Invitation for Bids and conditions therefor, and is familiar with all bid requirements, that Contractor has examined this Contract and the provisions incorporated by reference herein, and Contractor hereby proposes, and agrees that if its bid is accepted by the City, Contractor will provide all necessary machinery, tools, apparatuses, and other means of construction, and to do all the work and furnish all the materials and services required to complete the construction in accordance with the Contract, the Special Provisions, the Project Plan(s), and Addenda to any of the above as incorporated by reference, in the time stated herein, for the unit prices and/or lump sum prices as follows:

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

Contract #: C02258

Project Title: COFFEY PARK AND FOUNTAIN GROVE NEIGHBORHOOD ROAD  
DISASTER RECOVERY

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Traffic Control	1	LS	\$ _____	\$ _____
2	Water Pollution Control	1	LS	\$ _____	\$ _____
3	Lower and Adjust Existing Manholes to Grade	450	EA	\$ _____	\$ _____
4	Lower and Adjust Existing Cleanout and Water Valve Boxes to Grade	705	EA	\$ _____	\$ _____
5	Clearing and Grubbing	1	LS	\$ _____	\$ _____
6	Preparation for High Volume Traffic Slurry Seal	278010	SY	\$ _____	\$ _____
7	High Volume Traffic Slurry Seal	2235	TON	\$ _____	\$ _____
8	Roadway Excavation and Asphalt Concrete Surface	66500	TON	\$ _____	\$ _____
9	Asphalt Repair/Digout	3456	TON	\$ _____	\$ _____
10	Storm Drain Catch Basin Repair	2	EA	\$ _____	\$ _____
11	Curb and Gutter	9815	LF	\$ _____	\$ _____
12	Curb Ramp	80395	SF	\$ _____	\$ _____
13	Valley Gutter	5545	SF	\$ _____	\$ _____
14	Install Survey Monuments	17	EA	\$ _____	\$ _____
15	Retroflective Pavement Markers	530	EA	\$ _____	\$ _____
16	12" Thermoplastic Traffic Stripes	6651	LF	\$ _____	\$ _____
17	8" Thermoplastic Traffic Stripes	3475	LF	\$ _____	\$ _____
18	6" Thermoplastic Traffic Stripes	2620	LF	\$ _____	\$ _____
19	4" Thermoplastic Traffic Stripes	36814	LF	\$ _____	\$ _____
20	Thermoplastic Double Yellow Centerline Line	50542	LF	\$ _____	\$ _____
21	Thermoplastic Legends and Symbols	2382	SF	\$ _____	\$ _____
22	Thermoplastic Arrows	93	EA	\$ _____	\$ _____
23	Green Preformed Thermoplastic Paint	85	SF	\$ _____	\$ _____
24	Traffic Signal Detector Loops	10	EA	\$ _____	\$ _____
25	Type A Detector Handholes	2	EA	\$ _____	\$ _____

Total: \$ \_\_\_\_\_

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the "Total" column. In case of discrepancy between the sum of the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column shall prevail. The bid comparison will be based on the sum of the "Total" column for each bidder.

If this Contract Bid is accepted by the City and the undersigned fails to execute the Contract and to give all the bonds required under the Contract, with a surety satisfactory to the Award Authority of the City of Santa Rosa, within ten calendar days after bidder has received the Notice of Award from the Engineer, then the Award Authority may, at its option, determine that the bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this bid shall be in accordance with California Public Contract Code section 20172.

The undersigned understands and agrees that the City is not responsible for any error or omissions on the part of the undersigned in making this bid.

The bidder to whom the Contract is awarded agrees to execute the Contract in favor of the City, in the form attached, and to deliver any and all required bond(s) and insurance certificates within ten calendar days from the date of Contractor's receipt of the Notice of Award. Following the award of the Contract, Contractor shall commence work within ten calendar days from the day authorized in the Notice to Proceed and diligently prosecute the same to completion in accordance with Section 8-1.05.

## LIST OF SUBCONTRACTORS

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

The following is a list of each subcontractor who will perform work or labor or render services to the undersigned for the construction of the project in an amount in excess of ½ of 1% of the total amount of this bid.

The undersigned agrees that any portion of the work in excess of ½ of 1% of the total amount of this bid and for which no subcontractor is designated herein will be performed by the undersigned.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK (ITEM NO.)





NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

NOTE: The above Noncollusion Declaration is part of the Contract Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.

BID BOND AFFIDAVIT AND BIDDER'S SIGNATURE PAGE

Accompanying this bid is a guaranty in the form of (Notice: Insert the words "cash \$," "Cashier's Check," "Certified Check," or "Bidder's Bond" as the case may be):

\_\_\_\_\_

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

The undersigned further agrees that if Contractor does not execute the Contract and deliver the necessary bonds to the City within the period of time specified in this Invitation for Bids, the proceeds of the security accompanying this bid shall become the property of the City of Santa Rosa, California, and this bid and the acceptance thereof may, at the option of the City, be considered null and void.

The undersigned is licensed in accordance with an act providing for the registration of Contractors, License No. \_\_\_\_\_, Class \_\_\_\_\_, expiration date \_\_\_\_\_.

The undersigned is registered with the Department of Industrial Relations, Registration No. \_\_\_\_\_.

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager of the corporation; if a partnership, state true name of partnership, also the names of all partners in the partnership; if the bidder is a sole proprietor, state the business name and the proprietor's name in full.

Secretary of State Business Entity Number: \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number

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

BIDDER'S SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,  
READ INSTRUCTIONS FOR CERTIFICATION BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out above.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:

\_\_\_\_\_

Name and Title of contractor's Authorized Official:

\_\_\_\_\_

Date:

\_\_\_\_\_

**CONTRACT**

**CITY OF SANTA ROSA**

**CALIFORNIA**

**CITY CONTRACT NO. C02258**

**COFFEY PARK AND FOUNTAINGROVE NEIGHBORHOOD ROAD DISASTER RECOVERY**

This Contract is made and entered into as of date to be added upon award at Santa Rosa, California, between the City of Santa Rosa ("City") and \_\_\_\_\_, of \_\_\_\_\_, California ("Contractor").

ARTICLE I - For and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the required bonds hereunto annexed, Contractor agrees that for the benefit of City, at its own cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Special Provisions to be furnished by City, necessary to construct and complete the work herein described in a good, workmanlike, and substantial manner. The work embraced herein shall be done in accordance with the State of California Department of Transportation Standard Specifications 2015 and Revised Standard Specifications 2015, insofar as the same may apply (Standard Specifications); in accordance with the City of Santa Rosa Construction Specifications for Public Improvements (City Specifications); in accordance with the City of Santa Rosa Design and Construction Standards, (City Standards); in accordance with the State of California Department of Transportation Standard Plans 2015 and Revised Standard Plans 2015 (Standard Plans), (collectively, "Contract Documents") and in accordance with the Special Provisions hereinabove set forth, all of which are hereby incorporated into and made part of this Contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract; also for all loss or damages arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City and for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof in the manner and according to the Project Plans and Invitation for Bids therefor, and the requirements of the Engineer under them to wit:

ITEM NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
			\$ _____	\$ _____
TOTAL BASE BID (SUM OF "TOTAL" COLUMN)			\$ _____	

**BID ITEMS IN THIS SECTION WILL BE INSERTED  
UPON AWARD OF THE CONTRACT AND SHALL BE  
THE SAME AS THOSE BID UPON.**



ARTICLE III - City and Contractor hereby promise and agree that Contractor shall provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and City hereby agrees to pay for the same at the time, in the manner, and upon the conditions set forth; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein stated.

ARTICLE IV - By execution of this Contract, Contractor hereby represents and certifies that Contractor is aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor hereby agrees to comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that the Invitation for Bids, containing the Notice to Bidders including any required Bonds, the Contract Documents, and any Addenda are all essential parts of this Contract and are specially referred to and by such reference made a part hereof. In the event of any conflict in the provisions thereof, the terms of said documents shall control each over the other, in the following order:

1. Special Provisions
2. Project Plans
3. City Standards
4. City Specifications
5. Standard Specifications

provided, that in the event of a conflict between any Federal Requirement in Section 10 of the Special Provisions and any other provision in the Contract Documents, the more stringent provision shall control and prevail.

ARTICLE VI - Contractor agrees to commence work pursuant to this Contract within ten calendar days from the date authorized in the Notice to Proceed and to diligently prosecute the same to completion in accordance with Section 8-1.05 of the Special Provisions.

This Contract shall not be transferred or assigned without the prior written consent of City, which may be withheld by City in its sole and absolute discretion.

If Contractor is a corporation, two corporate officers of Contractor, one from each of the following two groups shall execute this Contract: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The name and title of the corporate officers shall be printed under the signature.

In witness whereof, the parties hereto have executed this Contract as of the date first written above.

**City:**

City of Santa Rosa,  
a Municipal corporation

By: \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_

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

Approved as to form:

By: \_\_\_\_\_

Office of City Attorney

**Contractor:**

Name of Contractor,  
Type of entity

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

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