

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

# Metro Rail Project



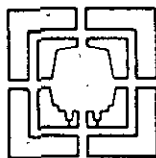
## YARD SITE SECURITY FENCING

CONTRACT A116

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SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

METRO RAIL PROJECT

CONTRACT

FOR

YARD SITE: SECURITY FENCING

CONTRACT A116

The preparation of this document has been financed in part through a grant from the U.S. Department of Transportation, Urban Mass Transportation Administration, under the Urban Mass Transportation Act of 1964, as amended, the State of California and the Los Angeles County Transportation Commission.

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SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

CONTRACT A116  
YARD SITE: SECURITY FENCING

TABLE OF CONTENTS

<u>Title of Document</u>	<u>Number of Pages</u>
TABLE OF CONTENTS	3
BIDDING REQUIREMENTS	
Invitation to Bid	2
Instructions to Bidders	16
Information Available to Bidders	2
FORMS FOR SUBMITTAL OF BIDS	
+ Proposal Letter	4
+ Bid Form	3
+ List of Proposed Subcontractors	2
+ List of Proposed DBEs	2
+ Good Faith Efforts Certificate	1
+ Buy America Certificate	2
+ Bid Bond	1
+BIDDERS' QUALIFICATIONS AND BUSINESS REFERENCES	8
CONTRACT DOCUMENTS	
Construction Agreement	2
Performance Bond	2
Payment Bond	2
Special Conditions	3
General Conditions	90
Exhibit 1 - DBE Schedule A	14
Exhibit 2 - DBE Schedule B	6
Exhibit 3 - Summary Subcontracts Award and Paid Report	3
Exhibit 4 - Continuation of Work Agreement	35
Exhibit 5 - Minimum Wage Rates	76
Exhibit 6 - Code of Conduct	25
Exhibit 7 - Monthly Employment Utilization Report	3
*Insurance Specifications, Second Edition, March, 1987	113
*Construction Safety and Security Manual, Rev.2, March 1987	192
*Disadvantaged Business Enterprise Certified and Denied Companies, December 1987	163
*Disadvantaged Business Enterprise (DBE), Womens' Business Enterprise (WBE), Transit Bond Guarantee Program Specifications, June 1988	42
*Contract Drawings	18
Extra Forms for Submittal of Bids (Attached at the End of this Book)	23
+ Included in Extra Forms for Submittal of Bids	
* Under separate cover.	

# Specifications

<u>Section Number</u>	<u>Section Title</u>	<u>Number of Pages</u>
DIVISION 1 - GENERAL REQUIREMENTS		
01010	Summary of the Work	5
01050	Grades, Lines and Levels	2
01200	Contract Meetings	4
01300	Submittals	4
01311	Bar Chart Schedule	6
01340	Shop Drawings, Product Data and Samples	5
01342	Working Drawings	2
01370	Schedule of Values	2
01500	Temporary Facilities	6
01530	Temporary Barriers	2
01545	Worksite Safety Requirements	2
01566	Pollution Controls	11
01577	Controlling Traffic	5
01580	Temporary Signs	5
01620	Storage and Protection	2
01630	Substitutions	3
01710	Cleaning	3
01740	Warranties and Bonds	1
DIVISION 2 - SITE WORK		
02110	Site Clearing	3
02117	Tree Pruning	2
02200	Earthwork	2
02831	Chain Link Fencing	7

<u>Section Number</u>	<u>Section Title</u>	<u>Number of Pages</u>
DIVISION 3 - CONCRETE		
03303	Cast-in-Place Concrete	5
03600	Grout	4
DIVISION 4 - MASONRY (Not used)		
DIVISION 5 - METALS (Not used)		
DIVISION 6 - WOOD AND PLASTIC (Not used)		
DIVISION 7 - THERMAL AND MOISTURE (Not used)		
DIVISION 8 - DOORS AND WINDOWS (Not used)		
DIVISION 9 - FINISHES (Not used)		
DIVISION 10 - SPECIALTIES (Not used)		
DIVISION 11 - EQUIPMENT (Not used)		
DIVISION 12 - FURNISHINGS (Not used)		
DIVISION 13 - SPECIAL CONSTRUCTION (Not used)		
DIVISION 14 - CONVEYING SYSTEMS (Not used)		
DIVISION 15 - MECHANICAL (Not used)		
DIVISION 16 - ELECTRICAL		
16455	Grounding and Bonding	3

END OF TABLE OF CONTENTS

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

BIDDING REQUIREMENTS

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

INVITATION TO BID

METRO RAIL PROJECT CONSTRUCTION

YARD SITE: SECURITY FENCING

CONTRACT A116

The Southern California Rapid Transit District, herein called the District, will receive sealed bids on a Contract for constructing that portion of the Metro Rail Project identified as Yard Site: Security Fencing. The District has scheduled a Pre-Bid Conference at which the scope of the Contract and the requirements of the Bid Documents will be discussed. The Pre-Bid Conference will be held at 10:00 A.M. local time on (( )) 1989, in the District's Board Room on the 2nd floor of the SCRTD offices located at 425 South Main Street, Los Angeles, CA 90013. A private property site inspection will follow the conference in the afternoon. Interested parties are invited and encouraged to attend the Pre-Bid Conference.

The District will receive Bids at the Metro Rail Bid Desk, Southern California Rapid Transit District Office of Contracts, Procurement and Materiel (OCPM), 5th floor, 425 S. Main Street, Los Angeles, CA 90013, no later than 2:00 P.M. (( )), 1989 following which time bids will be publicly opened in the OCPM Conference Room, located at the same address. Bids will be submitted in accordance with, and subject to, the conditions contained in the Instructions to Bidders to which potential Bidders are referred. The District will finance the Contract in part by means of a grant from the United States Department of Transportation, Urban Mass Transportation Administration, and the bidding procedures, evaluation of Bids, and award of the contract shall be governed by both California law and by federal law and regulations applicable to grants to State and local governments.

Bid Documents may be examined in the Plan Room of the Metro Rail Transit Consultants, herein called the General Consultant (GC), Suite 600, 548 South Spring Street, Los Angeles, CA 90013, and at certain public and private plan rooms. Copies of the Bid Documents may be requested from the GC either in person or by mail addressed to the GC's Plan Room at the above address. One copy of half size drawings and contract specifications will be required to submit a Bid. Documents requested by mail will be packaged and sent postage paid. Requests must be accompanied by either a certified check, cashier's check, or postal money order drawn in favor of the Southern California Rapid Transit District; monies paid for Bid Documents will be non-refundable.

The following is a list of the available Documents and their respective costs:

Contract Specifications, and	
Half-size Contract Drawings (each set) . . . . .	\$ 50.00
One set full-size Contract Drawings . . . . .	\$ 20.00
One set Contract Specifications . . . . .	\$ 40.00
Insurance Specifications . . . . .	No Charge
Construction Safety and Security Manual . . . . .	No Charge
Disadvantaged Business Enterprise (DBE)	
Womens Business Enterprise (WBE)	
Transit Bond Guarantee Program . . . . .	No Charge
Disadvantaged Business Enterprise	
Certified and Denied Companies. . . . .	No Charge

The agreement between the successful Bidder and the District will be subject to the requirements of a financial assistance contract between the District and the U.S. Department of Transportation. The Contractor and its subcontractors performing work at the work site will be required to comply with the Safety and Health Regulations for Construction, 29 CFR Parts 1910 and 1926, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours Standards, the President's Executive Orders No. 11246 and No. 11375, the 49 CFR Part 23 (DBE/WBE), Buy America requirements, the District's Code of Conduct, and the Continuation of Work Agreement. Contractor, and its subcontractors performing work at the worksite, will be required to pay California sales and other applicable taxes, and to pay for permits, licenses and fees required by the municipalities in which the Work will be located. Contractor will be required to furnish Performance and Payment Bonds, each in an amount equal to 100 percent of the Contract price, and to furnish Certificates of Insurance in the amounts specified in the Insurance Specifications.

Bidder must certify that it has examined the Bid Documents, the worksite, and the conditions affecting the Work; that it is not listed on the U. S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts; and, should it become the Contractor, that it will not prosecute the Work using facilities which have been listed on the Environmental Protection Agency's List of Violating Facilities.

Dated at Los Angeles, California, this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

Paul Como  
Director, Office of Contracts,  
Procurement and Materiel

END OF INVITATION TO BID

Invitation to Bid  
2 of 2



SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

INSTRUCTIONS TO BIDDERS

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

1. CONTRACTOR'S LICENSING LAWS - Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to penalties imposed by such laws. Successful bidder shall possess the appropriate State Contractor's License for the scope of Work described herein prior to Contract award. Failure to obtain the appropriate license prior to award will result in forfeiture of Bid Bond.

2. DOCUMENTS - Bid Documents may be obtained from Metro Rail Transit Consultants, (A Joint Venture comprised of Daniel, Mann, Johnson, & Mendenhall; Parsons Brinckerhoff Quade & Douglas, Inc.; Kaiser Engineers [California] Corporation; and Harry Weese and Associates, Ltd.) herein called the General Consultant (GC), and in the manner stipulated in the Invitation to Bid. The Bid Documents are listed in the Invitation to Bid. Additional information not included in the Bid Documents may be available for Bidder's inspection at the GC's Plan Room at the address shown in the Invitation to Bid. Such information is listed following these Instructions to Bidders.

3. EXAMINATION - Bidders must carefully examine the Bid Documents and the worksite to obtain first-hand knowledge of existing conditions. An inspection tour of the worksite including adjacent building substructures is recommended and may be arranged by contacting the Director, Office of Contracts, Procurement and Materiel, at the address listed below. Bidders will be expected to be aware of local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting standards referenced in the Contract Specifications.

4. EXPLANATIONS - Prospective Bidders who wish explanations or clarifications of the Contract Drawings, Specifications, or other Contract Bid Documents, or of these Instructions to Bidders, or other procurement procedures, must submit their inquiries in writing to ((                    )), Contract Administrator, Office of Contracts, Procurement and Materiel, Southern California Rapid Transit District, 5th floor, 425 S. Main Street, Los Angeles, CA 90013, FAX number (213) ((            )). Bidders having a FAX number should transmit it to the SCRTD FAX number. Any response that the District may choose to make will be by a written addendum to

the Contract or other written response sent to listed holders of the Bid Documents. The District will not be bound by informal explanation, clarification, or interpretation, oral or written, by whomsoever made, that is not incorporated into an addendum to the Contract. No response will be made to inquiries received by the District less than fifteen calendar days before the scheduled Bid Opening.

## 5. PROTESTS

5.A Protests of Bid Documents - A protest or objection directed to the Bid or Contract Documents, or other requirements of the Contract, must likewise be submitted in writing to the Director, Office of Contracts, Procurement and Materiel, Southern California Rapid Transit District, 5th floor, 425 S. Main Street, Los Angeles, CA 90013, and must be received by the District at least fifteen calendar days before the scheduled Bid opening. The protest or objection must be sent by Certified Mail, Return Receipt Requested. Such protest or objection must be supported by sufficient information to enable the District to consider it. A protest or objection will be considered sufficient for review if it contains information specifically detailing the exact nature of the problem, including all relevant factual information necessary for the District to be able to identify the problem. No protest or objection will be considered if it is insufficiently supported, or if it is received less than fifteen calendar days before the scheduled Bid opening, or if requested supporting information is received less than fifteen calendar days before the scheduled Bid opening.

5.B Protests of Award - A protest or objection directed to the recommendation for award of the Contract, must likewise be submitted in writing to the Director, Office of Contracts, Procurement and Materiel, Southern California Rapid Transit District, 5th floor, 425 S. Main Street, Los Angeles, CA 90013, and must be received by the District at least five calendar days before the award date. Such protest must be supported with sufficient documentation to enable the District to consider it. The protestor may appeal the Contracting Officer's determination to the Board of Directors prior to contract award; and then may appeal the Board of Directors' action to the Urban Mass Transportation Administration, Region 9, 211 Main Street, Suite 1160, San Francisco, California 94105.

6. PREPARATION OF BIDS - Bids shall be accompanied by the following documents: Proposal Letter, Bid Form, List of Proposed Subcontractors, List of Proposed DBE's and Good Faith Efforts Certificate, if applicable, and Buy America Certificate, all as included in Forms for Bidding. In addition, the required Bid Security in an amount not less than ten percent of the bid total must also accompany the bid. Submittal of these forms and bid security is a condition of the Bidders responsiveness and failure to do so will be cause for rejection of the bid.

6.A Proposal Letter and Bid Form

6.A.1 The Proposal Letter and Bid Form must be completed as follows:

6.A.1.a Addenda. Receipt of addenda must be acknowledged; spaces are provided on the Proposal Letter for this purpose.

6.A.1.b Prices. Unit, lump sum, and other prices must be entered in the appropriate spaces provided. Unit prices should be multiplied by the amount or estimated quantity, and the product inserted in the "Total Price" column shown on the Bid Form; the "Total Prices" should be added to arrive at the "Total Bid Price".

6.A.1.b(1) "Estimated Quantities" shown on the Bid Form are approximate and are based on the best information available at the time of bidding, and are used solely for the purpose of evaluating the Bids. The District does not represent, expressly or by implication, that the actual amount of Work will correspond to the "Estimated Quantities", and further reserves the right to increase or decrease the amount of any or all Bid items, and to omit portions of the Work.

6.A.1.b(2) In the case of Bid items for which a fixed amount predetermined by the District has already been entered on the Bid Form, the amount so entered shall be conclusive on Bidders as the price for such item, and shall not be revised unless the District directs a change in the scope of the Work affecting the item to which such amount relates.

6.A.1.c The Proposal Letter must be signed by the Bidder or on its behalf by the person or persons having the authority to do so, and the signature shall be properly notarized. If any person or persons sign on behalf of the Bidder (e.g. officer of a corporation, partner, etc.), Bidder shall submit proof of the authority of the person or persons who sign on behalf of Bidder to act on its behalf. The proof shall be in the form of a certified copy of an appropriate corporate resolution, certificate of partnership or joint venture, or other appropriate document. If Bidder is an entity made up of multiple parties and no person or persons are designated to act on its behalf, all parties shall execute the Bid.

6.A.2 Bidders are requested to observe the following instructions in completing the Bid Form; FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID.

6.A.2.a The Bidder should not delete, modify, or supplement the printed matter on the Bid Form, AND Proposal Letter or make substitutions therefor.

6.A.2.b The Bid Form and the other forms accompanying it should be completed in ink and printed, or by means of typewriting.

6.A.2.c Receipt of addenda must be acknowledged in the spaces provided on the Proposal Letter by entering the number of each and dates received.

6.A.2.d Identifying information, such as the Bidder's name, address, and State of incorporation, should be entered in the spaces provided on the Proposal Letter.

6.A.2.e Bid Security is required and alternative forms are acceptable. Bidders are requested to indicate the form furnished.

6.A.2.f Corrections shall be initialed by the person who signs the Proposal Letter.

6.A.2.g EXCEPTIONS OR QUALIFICATIONS TO THE BID DOCUMENTS ARE STRICTLY FORBIDDEN. ANY COMMENT BY THE BIDDER WHICH CAN BE CONSTRUED AS ALTERING THE REQUIREMENTS OF THE SPECIFICATIONS OR THE TERMS AND CONDITIONS OF THE CONTRACT COULD RENDER THE BID NONRESPONSIVE AND DISQUALIFY THE BIDDER FROM CONSIDERATION FOR AWARD.

#### 6.B List of Proposed Subcontractors (Form)

6.B.State law prohibits substitution of subcontractors listed in the original bid except as otherwise provided in Section 4107 and 4107.5 of the California Public Contract Code. Pursuant to PCC 4104, Bidders are required to list Subcontractors whose participation in the Contract will exceed 1/2 of one percent of the total Bid.

6.B.2 The List of Proposed Subcontractors must be completed as follows:

6.B.2.a Name. List the name of Subcontractors who will perform work in excess of one-half of one percent of the prime Contractor's total bid.

6.B.2.b Location. For listed Subcontractors, identify the location of its place of business (City and State).

6.B.2.c Work. For listed Subcontractors, identify the type of work to be performed in this Contract.

#### 6.C DBE Forms

6.C.1 The Disadvantaged Business Enterprise (DBE) requirements of the U.S. Department of Transportation, published at 49 CFR Part 23, apply to this Contract. Therefore, Bidders shall identify on the List of Proposed DBEs Form, all of the proposed DBEs proposed to participate in the Contract,

regardless of their percent of participation in the Contract.

6.C.2 The List of Proposed DBEs shall be completed as follows:

6.C.2.a Please identify how DBE firms will participate in the Contract by checking the appropriate space at the top of the form. The DBE goal may be satisfied by a commitment to DBE participation in the Contract as a prime contractor, joint venture partner, subcontractor, trucker, or supplier.

6.C.2.b List in column (a) the name of each DBE prime contractor, joint venture partner, subcontractor, trucker, or supplier which the bidder intends to credit toward the DBE goal. Use the complete legal business name as used for DBE certification.

6.C.2.c Identify location of business for each DBE in column (b).

6.C.2.d List items of work to be performed or materials supplied by each DBE in column (c).

6.C.2.e Enter each DBE's participation in the Contract, expressed as an estimated dollar value, in column (d).

6.C.2.f Enter the estimated percent of the total Bid for each DBE in column (e). The percentage allocated for each DBE must be in accordance with the following instructions.

6.C.2.f(1) A DBE must perform a commercially useful function, that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. In light of standard industry practices and other relevant considerations, the DBE must have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the DBE Program.

6.C.2.f(2) Credit for the participation of DBE vendors of materials and supplies is to be counted as follows:

- o Sixty percent of expenditures for materials and supplies required under the Contract and obtained from a "regular dealer" as defined in Article 73.C.4 of the General Conditions.
- o One-hundred percent of expenditures for materials and supplies obtained from a DBE "manufacturer" as

defined in Article 73.C.3 of the General Conditions.

6.C.2.f(3) The following types of fees or commissions paid to DBE consultants, brokers, and packagers may be counted toward the goal, provided that the fee or commission is reasonable and not excessive as compared with fees or commissions customarily allowed for similar services.

- o The fees or commissions charged for providing a bona fide service such as professional and technical, or procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the Contract.
- o The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials or supplies themselves) when the hauler, trucker or delivery service is not also the manufacturer of, or a regular dealer, in the materials and supplies.
- o The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract.

6.C.2.g Enter total estimated dollar participation for all DBEs on page 2 of the Form under Column (d).

6.C.2.h Enter total estimated participation for all DBEs expressed as a percentage of the total bid price on page 2 of the Form under Column (e). In calculating the total DBE utilization percentages, the Bidder shall include:

6.C.2.h(1) The value of all DBE sub-bids.

6.C.2.h(2) The dollar value of all materials and supplies to be provided by DBEs (to be credited as noted in Subarticle 6.C.2.f(2)).

6.C.2.h(3) The dollar value of all work performed with the Bidder's own forces, if the Bidder is a DBE. If the Bidder is a DBE joint venture, it shall include only the value of the commercially useful function performed managed and supervised by the DBE partner.

6.D Good Faith Efforts Certificate - Bidders who fail to meet the DBE goal must complete and submit this Certificate with the bid. Any of the following conditions constitute failure to meet the goal:-

6.D.1 The total percentage participation by DBE firms reflected on the List of Proposed DBEs is less than the DBE goal set for the Contract.

6.D.2 Firms listed on the List of Proposed DBEs whose participation is being credited toward meeting the DBE goal are not certified by the District as a DBE as of the bid opening date.

- 6.E Buy America Certificate - Buy America requirements as indicated in the General Conditions and in Title 49, Chapter VI, Part 660 and Part 661 apply to the contract. Failure to submit the Buy America Certificate may be cause for rejection of the Bid.
- 6.F Bid Security - Bidders are required to furnish Bid Security in an amount not less than ten percent of the Bid Total, and in favor of the Southern California Rapid Transit District. The Bid Security must be in the form of a cashier's check, a certified check, or a bid bond, or a combination thereof. If a bid bond is furnished, it must conform to the form provided with the Bid Documents, and the surety thereon must be a corporation or corporations acceptable to the District and authorized to issue surety bonds in the State of California. The Bid Securities of the Bidders submitting the three lowest Bid Totals will be retained either until the successful Bidder has signed the Construction Agreement and has furnished Performance and Payment Bonds and Certificates of Insurance, or until the ninetieth calendar day after the Bid Opening date, whichever is sooner; other Bid Securities will be returned within ten calendar days after the Bid Opening date. Bid Securities being held pending the signing of the Construction Agreement and the furnishing of other documents will be returned within three calendar days thereafter. Each Bidder agrees that if it is awarded the Contract and fails within the time stipulated to execute the Construction Agreement, and to furnish the other documents required, the District will retain the Bid Security.

## 7. SUBMITTALS

- 7.A Bidders' Qualifications and Business References - The three lowest Bidders are required to submit within forty-eight hours after request by the District a Bidders' Qualifications and Business References. A copy of the form is included, for reference only, in the Forms for Submittal of Bids. Failure to comply with the District's request will render the Bidders proposal unacceptable. The District will, to the extent permitted by law, treat the information as confidential, except that parts of it may be discussed with persons and firms referenced by the Bidder. If the Bidder is a joint venture, each joint venturer shall prepare and submit a separate form. Extra forms, if needed, can be obtained from the GC.
- 7.B Forms for Bidding and the Bid Security shall be submitted in accordance with the Invitation to Bid, and in an opaque, sealed envelope which shall include the name and address of the Bidder and be addressed as follows:

METRO RAIL PROJECT BID DESK  
OFFICE OF CONTRACTS, PROCUREMENT AND MATERIEL  
SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
5TH FLOOR, 425 S. MAIN STREET,  
LOS ANGELES, CA 90013,  
ATTENTION: ((            ))

7.C The lower left corner of the envelope shall be marked as follows:

BID FOR CONTRACT NUMBER A116 - YARD SITE: SECURITY FENCING

7.D Hand-carried Bids must be delivered to the Director, Office of Contracts, Procurement and Materiel, SCRTD Bid Desk, 5th floor, 425 S. Main Street, Los Angeles, CA 90013, on or before the closing time specified in the Invitation to Bid for receipt of bids, or such other time as may be specified in the last of any addenda changing the closing time for receipt of bids. No bid, whether mailed or hand-carried, will be considered unless it is received and in the District's hands not later than the time specified for the Bid Opening.

7.E If the DBE Goal has not been met, Good Faith Efforts documentation shall be submitted within 48 hours after request by the District.

8. WITHDRAWAL

8.A Withdrawal - Bids may be withdrawn after they have been submitted, but only before the Bid Opening date and time. Withdrawn Bids may be resubmitted or substitute Bids may be submitted after the original Bid has been withdrawn, but only in accordance with all of the provisions hereof. Withdrawals must be signed by the Bidder. Bids may not be withdrawn between the Bid Opening time and date and the ninetieth calendar day thereafter, except as may be agreed upon by a written agreement between the Bidder and the District.

8.A. Envelopes containing withdrawals shall be addressed as stipulated in the SUBMITTALS article, and shall be identified in the lower left corner as follows:

WITHDRAWAL OF BID  
FOR CONTRACT NUMBER A116 - YARD SITE: SECURITY FENCING

8.B Telegraphic withdrawals will be honored only if the District is satisfied that a written confirmation of the telegraphic withdrawal was mailed prior to the Bid opening, signed by the original Bidder, and received within five calendar days after Bid Opening time and date.



9. BID OPENING - Bids will be opened publicly at the time and place stated in the Invitation to Bid, or in the last of addenda changing such time or place.

10. DISQUALIFICATION - The District reserves the right to disqualify Bids, before and after the Bid Opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

11. PRE-AWARD SURVEY - After Bids have been opened and before an award is made, the District will evaluate the Bid prices, the Bid Total, Bidder's experience, financial data, and other data relating to Bidders' responsibility and qualifications to perform the Contract satisfactorily. The three lowest responsive and responsible Bidders will be required to submit, in writing, Statements of Bidders' Qualifications and Business References.

12. EVALUATION AND AWARD

12.A Each Bid timely received and in the District's hands at the time set for the Bid Opening shall constitute an offer to perform the Contract on the terms and conditions thereof, in strict accordance with the Contract Documents, all for the Bid Total indicated. Each Bidder promises and agrees that his Bid shall be irrevocable for a period of ninety calendar days after the Bid Opening and will not be withdrawn or modified during that time. The District may accept a Bid by giving the Bidder notice of award during that time. If necessary, the period of time specified may be extended by written agreement between the District, by and through the Director, Office of Contracts, Procurement and Materiel and the Bidder or Bidders concerned. The District reserves the right to reject a Bid with prices that appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in its best interest. Bids will be evaluated on the basis of determining the lowest Bid Total of a Bidder whose Bid is responsive to the solicitation, and who is as determined by the District to be technically, financially and otherwise responsible to perform the Contract satisfactorily, and to meet all other requirements of the Contract. Extensions of the unit prices shown and the subsequent addition of extended amounts will be verified by the District. In the event of a discrepancy between the unit price bid and the extension, the unit price Bid will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the Bid Total, the sum of the extended amounts shall govern. The District reserves the right, nevertheless, to accept a Bid other than the apparent lowest Bid, if it determines that the lowest Bidder is not responsive and responsible and that the public interest will best be served by doing so.

12.B After all information has been evaluated, the District will notify the Bidder of the District's staff recommendation

concerning its responsiveness to the requirements of the bid specification. If it is determined that the Bidder is not responsive, the District will inform the Bidder that its bid will not be recommended for acceptance to the Board of Directors, the reasons therefor, and its right to submit a written protest to the Director, Office of Contracts, Procurement and Materiel. A decision rendered by the Director, Office of Contracts, Procurement and Materiel may be appealed to the District Board of Directors.

12.C Where only a single responsible and responsive Bid is received, the District will make a determination as to whether a price or cost analysis of the Bid is required.

12.D A price analysis includes the examination and evaluation of a Bid price without evaluation of the separate cost elements. A price analysis through comparison to other similar procurements will be based on an established or competitive price of the elements used in the comparison. The comparison will be made for purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis will be made of this difference and costs attached thereto. A cost analysis will be conducted if it is impossible to obtain a valid price analysis. Cost analysis is the review and evaluation of a Bidder's cost or pricing data and of the judgmental factors applied in projecting from the data to the estimated costs, in order to form an opinion on the degree to which the Bidder's proposed costs represent what performance of the Contract should cost, assuming reasonable economy and efficiency. It includes the appropriate verification of cost data, the evaluation of specific elements of costs, and the projection of these data to determine the effect on prices.

12.E The price or cost analysis will be conducted by the District. The analysis will take place at the Bidder's facility with information and back-up data furnished by the Bidder, as required.

### 13. DISADVANTAGED BUSINESS ENTERPRISE (DBE) BIDDING REQUIREMENTS

13.A District Policy - It is the policy of the Southern California Rapid Transit District and the United States Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in the federal regulations published at 49 CFR Part 23, shall have the maximum opportunity to compete for and perform contracts financed in whole, or in part, with federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to the Contract.

13.B Bidders' Obligations - Bidders agree to afford DBEs as defined herein the maximum opportunity to compete for business opportunities on the Contract. In this regard, the Bidder shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, and these DBE Requirements.

13.C Goals - A DBE goal for the Contract has been established as indicated in the Special Conditions. Bidders are to refer to Section 6.C.2.f of these Instructions for guidance in calculating DBE participation.

#### 13.D Responsive Bidder

13.D.1 To be responsive, a Bidder must have either: (1) met the DBE goal set forth in the Special Conditions of the Contract; or, (2) if the goal was not met, exercised good faith efforts to meet the goal. Documentation of a bidder's good faith efforts must be submitted to the District within 48 hours after request by the District.

13.D.2 A bidder shall be deemed to have exercised good faith efforts only if the bidder literally complied with each of the good faith efforts enumerated below in Article 13.E.

13.D.3 A bidder shall complete and submit with the Bid, the Good Faith Effort Certificate referenced in Section 6.D, above, if the DBE goal is not met.

#### 13.E Good Faith Efforts

13.E.1 The following are the minimum required good faith efforts and the types of documentation necessary to evidence such efforts. To be determined responsive, Bidders who fail to meet the DBE goal must present evidence to satisfy the District that they have met every one of these efforts. Literal compliance in the exercise of the enumerated good faith efforts is mandatory.

13.E.1.a Advertised in at least one newspaper of general circulation, at least one trade association publication and at least two minority focus media. The advertisements shall be placed in the business, classified, or request for sub-bid section. The initial advertisement shall appear in these publications no later than 20 calendar days prior to the actual specified bid opening date. A list of minority focus newspapers is contained in the District's DBE Directory.

13.E.1.a(1) Advertisements shall include at a minimum the following information:

- o Project Name and Location;
- o Indication of SCRTD as Owner;
- o Location where Plans and Specifications may be obtained or viewed;
- o Sub-Bid Due Date;

- o Trades or Scopes of Work for which Sub-Bids are being solicited;
- o Statement that Bid solicitaton is in response to SCRTD DBE Program; and
- o Statement that Bidder intends to seriously negotiate with DBE firms for participation on the project.

13.E.1.a(2) Documentation - Proof of publication or copies of tear sheets showing dates and names of publications.

13.E.1.b Selected portions of the work for which interest from DBEs was solicited in a manner to increase the likelihood of achieving the stated goals. When economically feasible, dividing work into small tasks or quantities to permit maximum participation of DBE businesses. A bidder with total in-house capabilities may have to subcontract out or obtain by joint venture arrangements various functions or components which the bidder could otherwise do or furnish itself. Good faith effort constitutes comparing prices from DBEs to those of other non-DBEs in the same trade or industry, and not to those prices of the bidder.

13.E.1.b(1) Documentation - Submit a list of work items and estimated dollar value of each item. Separate work which the Bidder intends to perform with its own workforce apart from areas of work which the Bidder identified for DBE participation. State whether or not the Bidder gave consideration to dividing the Contract into economically feasible units of work. If this was not done, explain why it could not be done.

13.E.1.c Extended written invitations to bid to at least 65 DBEs no later than 20 calendar days prior to the actual-specified bid due date.

13.E.1.c(1) The invitation/solicitation shall provide at least the following information:

- o Date of Correspondence, invitation/solicitation;
- o Project Name and Location;
- o Indication of SCRTD as owner;
- o A description of work for which bids/proposals are being solicited;
- o Copies of technical specifications or information where plans and specifications may be obtained or viewed;

- o Sub-Bid/Proposal Due Date.
- o Statement that solicitation is in response to SCRTD DBE Program; and
- o Statement that Bidder intends to seriously consider and negotiate with capable, competitive DBE firms for participation in the Contract.

13.E.1.c(2) Documentation - A list of DBE firms which the Bidder identified to solicit interest in the Contract. Identify the source of this list (e.g., RTD, CALTRANS, LACTC, other transit property, supplemental list, etc). Copies of letters, Request for Bids/Proposals, mail receipts, addressed postcards sent to DBEs.

13.E.1.d Followed-Up orally or in writing, with all DBE firms who were initially sent the invitation/solicitation described in good faith effort 13.E.1.c above, by evidence of attempting to contact them to determine with certainty whether they were interested in submitting a sub-bid, quotation, or participating as a joint venture partner, and the response by the DBE firms.

13.E.1.d(1) Documentation - A written record of any oral follow-up is required. Records which can be verified to document contact with these DBE firms (e.g., letters; minutes or notes of meetings held with DBE firms; copies of correspondence, including undeliverable mail, to and from DBEs; solicitation call sheets or telephone logs). This documentation must reflect the following:

- o Name and address of firm contacted.
- o Person contacted, telephone number (if follow up is by phone), and date contacted.
- o Response from these firms as to their interest in bidding on the Contract.

13.E.1.e Outreached to DBEs through the minority and women contractor, trade and professional associations listed in the District's DBE certified directory referenced in good faith effort 13.F.2, below, above, at least 20 calendar days prior to the actual specified bid opening date. Notices to these associations shall include at least the same information listed in good faith effort 13.E.1.c, above.

13.E.1.e(1) Documentation - Records or correspondence which confirm notification to the associations, and any response thereto.

13.E.1.f Assisted DBE who requested assistance in obtaining lines of credit or bonding, if bonding was required by the Bidder.

13.E.1.f(1) Examples of assistance are: (1) Contact bonding companies, lenders, on behalf of the DBE firm; (2) Arrange with sureties incremental or phased bonding for the DBE; (3) Pay for the cost of the bond; (4) Waive bonding requirements; and/or (5) Refer the DBE to Business Development Centers or other resource agencies who may assist DBE in obtaining bonding or lines of credit and referenced in good faith effort 13.E.1.e, above.

13.E.1.f(2) Documentation - If the Bidder required bonding, etc., provide a list of DBEs who requested assistance in these areas and any assistance provided by the Bidder; or a statement of the bidder's decision to waive bonding requirements.

13.E.1.f(3) Bond Guarantee Program - If the Bidder requires DBE subcontractors to provide payment or performance bonds, Bidder shall advise the DBE of the Bond Guarantee Program for DBE subcontractors. The Program Specifications are available to planholders under separate cover.

13.E.1.g Verified the DBE Status of those firms listed on the bid as DBEs who were not listed on the District's List of Certified DBEs referenced in Subarticle 13.F.2, below. Encouraged those firms not certified to seek certification with the District.

13.E.1.g(1) This good faith effort is applicable only to those bidders listing firms on their bids who are not certified on or before the bid due date.

13.E.1.g(2) Documentation. - Evidence that the Bidder contacted the District prior to the bid date in order to ascertain certification status of its proposed subcontractors or suppliers. Examples are: copies of letters sent to the District's Contract Compliance Department (or other forms of communication) and replies thereto. Provide other evidence to support the Bidder's claim of encouraging uncertified firms listed on the bid as a DBE to apply to the District for certification prior to the bid date.

13.E.1.h Negotiated in good faith with interested capable, and competitive DBEs, not rejecting DBEs as unqualified without sound reasons.

13.E.1.h(1) Documentation - Examples are: (1) correspondence between the Bidder and DBEs; (2) internal logs, forms, or memoranda used by the Bidder to record

communication between the Bidder and DBEs concerning the DBE's participation in the Contract, terms and conditions of their participation, the scope of work to be bid by DBEs; (3) telephone quotations and follow-up written sub-bids from DBEs; (4) A chart summarizing the outcome of the Bidder's efforts to negotiate in good faith with interested DBE. This chart shall contain the following information for each DBE responding:

- o name of DBE;
- o work items or scope of work bid;
- o dollar amount of bid or proposal;
- o if negotiations were held but no contract resulted, reasons therefor; and
- o if Sub-bid/proposal was rejected by the Bidder, reasons therefor.

### 13.F DBE Certification

13.F.1 DBE firms need not be certified by the District as of the bid date, but must be certified prior to Contract award.

13.F.2 The District's List of DBE CERTIFIED AND DENIED COMPANIES which is in effect on the date of advertisement for bids on the Contract will be provided to all planholders along with the bid documents.

13.F.2.a This list is updated monthly; therefore, planholders interested in bidding on the Contract are responsible for contacting the office listed below to obtain monthly updates to this list and to verify the current status of any firm purporting to be a DBE but not included in this list.

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
E.O. DEPT.--CONTRACT COMPLIANCE SECTION  
5TH FLOOR  
425 SOUTH MAIN STREET  
LOS ANGELES, CA 90013

(213) 972-6454

13.F.2.b This list does not represent all DBES available in the trades or specialty areas required by the Contract, but merely those firms that have applied to the District and have been granted or denied certification.

13.F.3 Application for certification by the District may be obtained by submitting Schedule A (for individual business concerns) or Schedule B (for joint ventures). These

forms are attached as Exhibit 1 and 2 to the General Conditions.

13.F.3.a Within five working days of request by the District, a Bidder, who is requested to do so, shall cause each of its DBE firms not currently certified to submit to the District information to confirm DBE status. Each firm applying for certification shall submit Schedule A or Schedule B with the required supporting documentation.

13.F.3.b If the Bidder is a DBE the firm must have current DBE status with the District or submit a Schedule A form with the bid.

13.F.3.c If the DBE is a joint venture partner, a Schedule B form and a copy of the joint venture agreement must be submitted with the bid.

13.G "FRAUDS" AND "FRONTS" - Bidders are hereby cautioned against knowingly and willfully using "fronts" to meet the DBE goal of the Contract. Only legitimate DBEs are eligible to participate in this federally-funded Contract. The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Any indication of fraud, waste, abuse, or mismanagement of these funds should be immediately reported to the District or to the Office of Inspector General, U.S. Department of Transportation at the toll free hotline (800-424-9071); or to the following field office: UMTA Special Agent-in-Charge; 211 Main Street, Suite 1022; San Francisco, CA 94105; (415) 974-9875.

14. EXECUTION OF CONTRACT - The Bidder to whom an award is made shall execute the Construction Agreement and furnish the required Performance and Payment Bonds in the amount of 100 percent of the Contract price within ten calendar days after being given notice of the award. The District may require appropriate evidence that the persons executing the Construction Agreement and the bonds for both the Bidder and his surety or sureties are duly empowered to do so. Both bonds shall conform to the forms provided with the Bid Documents, and the surety or sureties shall be a corporation or corporations authorized to act as such in the State of California, and acceptable to the District.

END OF INSTRUCTIONS TO BIDDERS



INFORMATION AVAILABLE TO BIDDERS

The information listed herein is available to Bidders for information only.

A. Not used.

1. Soils and Exploratory Data - Not used.

B. The data listed below is available for Bidders' inspection at the Offices of the GC. It is expressly understood that the District will not be responsible for the completeness or accuracy of the following additional information nor any deductions, interpretations, or conclusions drawn from such following items inasmuch as the information has been provided by others and not subject to verification by the District or was prepared early in the program and may be superseded by data listed in Paragraph A above.

1. Work Area Traffic Control Handbook (WATCH).
2. Manual of Traffic Controls (Caltrans).
3. Standard Specifications for Public Works Construction.
4. LADPW Standard Plans dated February 1, 1986.
5. List of Certified DBE/WBE Contractors and Suppliers.
6. List of DBE/WBE Contractors Associations.
7. All Federal Acquisition Regulations Referenced.
8. Buy America Regulations.
9. Disposal of Tunnel and Station Excavation Materials (Sedway/Cooke, 1983).
10. U.S. Department of Transportation News Release DOT "HOTLINE" to receive information about Disadvantaged Business frauds.

C. Drawings for Related Construction: The following information is made available in order that the Contractor may coordinate his Work with the work of other contractors working on other portions of the project.

1. A112 Main Yard and Shops (under construction)  
Main Shop Building
2. A121 Maintenance-of-Way Shop Building (as-built)

3. A130 Main Yard and Shops (under construction)  
Yard Leads
4. A610/A115 Trackwork Installation  
Yard Storage Area (under construction)  
Main Yard and Shops
5. A111 Santa Fe Avenue Restoration
6. A118 Main Yard and Shops  
Yard Site Landscaping

D. Through G. - Not used.

END OF INFORMATION AVAILABLE TO BIDDERS

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

FORMS FOR SUBMITTAL OF BIDS

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

METRO RAIL PROJECT

BIDDER \_\_\_\_\_

CONSTRUCTION OF YARD SITE: SECURITY FENCING

CONTRACT NUMBER A116

INVITATION TO BID DATED \_\_\_\_\_

PROPOSAL LETTER

In response to the above referenced Invitation to Bid and in accordance with the accompanying Instructions to Bidders, Bidder hereby proposes to the Southern California Rapid Transit District (District) to furnish all plant, labor, technical and professional services, supervision, materials and equipment, (other than materials and equipment specified as furnished by others) and to perform all operations necessary and required to construct the Contract Work in accordance with provisions of the Contract Documents and any addenda thereto and at the prices stated opposite the respective items set forth in the Bid Form attached hereto, and incorporated by reference herein.

Bidder agrees that this proposal constitutes a firm offer which cannot be withdrawn for ninety (90) calendar days from the bid opening date or until a contract for the Work is fully executed, between District and a third party, whichever is earlier.

Bidder certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Bid Form; that it has carefully reviewed the accuracy of all statements in this proposal and attachments hereto; and that it has by careful examination of the Information Available to Bidders, Contract Documents and any addenda thereto, and by examination of the actual site conditions, satisfied itself as to the nature and location of the Work, the general and local conditions to be encountered in the performance of the Work, the requirements of the Contract and all other matters which can in any way affect the Work or the cost thereof.

Bidder further certifies that the only persons or firms interested in this proposal as principals are those listed as such in the Bidders' Business Qualifications and Business References forms to be submitted when requested; this proposal is made without collusion with any other person, firm, corporation, or other party; that neither the undersigned bidder nor any principal is included on the U.S. Comptroller General's Consolidated List of Persons or

Firms Currently Debarred for Violations of Various Public Contracts and that the undersigned bidder will comply with the District's Code of Conduct.

If awarded a Contract, Bidder agrees to execute the Contract and deliver it to the District within ten calendar days after award of the Contract, with the necessary Certificates of Insurance, Performance Bond and Payment Bond and Contractor will proceed with the work upon receipt of a Notice to Proceed in accordance with Article 27 of the General Conditions of this Contract. Bidder provides the following information:

State of Incorporation \_\_\_\_\_

Bidder's California Contractor's License No. \_\_\_\_\_

License Expiration Date \_\_\_\_\_ Type of License \_\_\_\_\_

Attached hereto and by this reference incorporated herein and made a part of this proposal are the Bid Form, List of Proposed Subcontractors, List of Proposed DBEs, Buy America Certificates and Bid Security.

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

Addenda No(s) and dates received: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BIDDER \_\_\_\_\_

Signed by \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

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

Date \_\_\_\_\_

\_\_\_\_\_  
(Bidder's Business Address)

Phone \_\_\_\_\_

NOTE: Signature must be notarized. Use appropriate attached certificate. Per instructions to Bidders, where person executes proposal letter on behalf of Bidder, include proof of authority to act on behalf of Bidder.

Attachment I, Contract Number A116;  
Certificate of acknowledgement; corporation.

State of \_\_\_\_\_,  
SS. County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,  
before me the undersigned, a Notary Public in and for said State,  
personally appeared \_\_\_\_\_, per-  
sonally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person who executed the within instrument as  
president (or secretary) or on behalf of the corporation therein  
named and acknowledged to me that the corporation executed it.

\_\_\_\_\_  
Signature of Notary

Attachment II, Contract Number A116;  
Certificate of acknowledgement; partnership.

State of \_\_\_\_\_,  
SS. County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,  
before me the undersigned, a Notary Public in and for said State,  
personally appeared \_\_\_\_\_, per-  
sonally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person that executed this instrument, on  
behalf of the partnership and acknowledged to me that the part-  
nership executed it.

\_\_\_\_\_  
Signature of Notary

Attachment III, Contract Number A116;  
Certificate of acknowledgement; joint venture.

State of \_\_\_\_\_,  
SS. County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,  
before me the undersigned, a Notary Public in and for said State,  
personally appeared \_\_\_\_\_, per-  
sonally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person that executed this instrument, on  
behalf of the joint venture and acknowledged to me that the joint  
venture executed it.

\_\_\_\_\_  
Signature of Notary

Attachment IV, Contract Number A116;  
Certificate of acknowledgement; individual.

State of \_\_\_\_\_,  
SS. County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,  
before me the undersigned, a Notary Public in and for said State,  
personally appeared \_\_\_\_\_, per-  
sonally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person that executed this instrument, and  
acknowledged to me that he (she or they) executed it.

\_\_\_\_\_  
Signature of Notary

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

METRO RAIL PROJECT

BID FORM

for

YARD SITE: SECURITY FENCING

Contract A116

BIDDER \_\_\_\_\_

SCHEDULE OF QUANTITIES AND PRICES



<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
01000.01	General Requirements	1	LUMP SUM		\$ _____
02110.01	Site Clearing	1	LUMP SUM		\$ _____
02831.01	Chain Link Fence, Six Feet With Extension Arm		LINEAR FOOT	\$ _____	\$ _____
02831.02	Chain Link Fence, Eight Feet With Extension Arm		LINEAR FOOT	\$ _____	\$ _____
02831.05	Chain Link Fence, Eight Feet With Extension Arm, Added to Existing Wall		LINEAR FOOT	\$ _____	\$ _____
02831.14	Chain Link Fence Gate, 12 Feet Double		PAIR	\$ _____	\$ _____
02831.21	Chain Link Fence Gate, Five Feet Single		EACH	\$ _____	\$ _____
02831.22	Chain Link Fence Gate, Eight Feet Double		PAIR	\$ _____	\$ _____
02831.23	Chain Link Fence Gate, 19 Foot Single		EACH	\$ _____	\$ _____
02831.24	Chain Link Fence Gate, 20 Foot Double		PAIR	\$ _____	\$ _____
02831.25	Chain Link Fence Gate, 30' Foot Double		PAIR	\$ _____	\$ _____
02831.31	Chain Link Fence Sliding Gate, 30 Foot Double		PAIR	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
02831.32	Chain Link Fence Sliding Gate, 46 Foot Double		PAIR	\$ _____	\$ _____
16600.01	Grounding and Bonding	1	LUMP SUM		\$ _____

TOTAL BID PRICE, THE SUM OF \_\_\_\_\_  
 \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_

END BID FORM



LIST OF PROPOSED SUBCONTRACTORS

Contract Number A116

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE OF WORK</u>

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
METRO RAIL PROJECT

BIDDER \_\_\_\_\_

CONSTRUCTION OF YARD SITE: SECURITY FENCING  
CONTRACT NUMBER A116

INVITATION TO BID DATED \_\_\_\_\_

LIST OF PROPOSED DBEs

DBE Firms will participate in this contract as follows (check all options applicable to this Bid):

- \_\_\_\_\_ The Bidder intends to meet the DBE goal by utilizing the goods and/or services of the DBE subcontractors, truckers, or suppliers listed below.
- \_\_\_\_\_ The Bidder is a joint venture, and intends to meet the DBE goal by utilizing the goods and/or services of DBE joint venture partner(s) listed below. A Schedule B Certification form and Joint Venture Agreement is submitted with this bid for approval. (List below the name of the DBE partner, and the proportionate dollar value and percent of total bid price of the work to be performed managed and supervised with the DBE partner's own workforce.)
- \_\_\_\_\_ The Bidder is a DBE. (List below the name of the DBE Bidder, and the work items, dollar value, and percent of total bid price which the Bidder intends to perform with its own workforce).

(a) <u>NAME OF BUSINESS:</u>	(b) <u>LOCATION OF BUSINESS:</u>	(c) <u>ITEMS(S) OF WORK:</u>	(d) <u>ESTD. DOLLAR AMOUNT:</u>	(e) <u>% OF TOTAL BID FOR DBE:</u>
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____

(Total Dollar Amounts and Percentages for DBEs on Page 2)

LIST OF PROPOSED DBEs

Contract Number A116

(a) <u>NAME OF BUSINESS:</u>	(b) <u>LOCATION OF BUSINESS:</u>	(c) <u>ITEMS(S) OF WORK:</u>	(d) <u>ESTD. DOLLAR AMOUNT:</u>	(e) <u>% OF TOTAL BID FOR: DBE</u>
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
_____	_____	_____	\$ _____	% _____
<b>TOTAL <u>DBE</u> PARTICIPATION:</b>			\$ _____	% _____

1. Refer to Section 6.C of the Instructions to Bidders for guidance in calculating DBE goal participation.
2. Refer to Section 6.C of the Instructions to Bidders for full instructions in completing this form.
3. List all DBE subcontractors, truckers, and suppliers regardless of percentage of participation, whom the Bidder intends to credit toward the DBE goal. (Complete columns (a), (b), (c), (d), and (e) for each of these DBE.

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
METRO RAIL PROJECT

BIDDER \_\_\_\_\_

CONSTRUCTION OF YARD SITE: SECURITY FENCING

CONTRACT NUMBER A116

INVITATION TO BID DATED \_\_\_\_\_

GOOD FAITH EFFORTS CERTIFICATE

The bidder or offeror hereby certifies that while the DBE and/or WBE goal was not met as reflected on the List of Proposed Subcontractors bid form, the good faith efforts listed in 13.E of the Instruction to Bidders were made.

The bidder or offeror further certifies that the documentation to support the undertaking of these good faith efforts will be submitted to the District within forty-eight (48) hours after request by the District.

\_\_\_\_\_  
BIDDER'S FIRM NAME

By:

\_\_\_\_\_  
SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TYPE NAME AND TITLE

\_\_\_\_\_  
DATE OF SIGNATURE

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
METRO RAIL PROJECT

BIDDER \_\_\_\_\_

CONSTRUCTION OF YARD SITE: SECURITY FENCING

CONTRACT NUMBER A116

INVITATION TO BID DATED \_\_\_\_\_

BUY AMERICA CERTIFICATE

FOR COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 CFR Part 660-661.

Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Date \_\_\_\_\_



SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
METRO RAIL PROJECT

BIDDER \_\_\_\_\_

CONSTRUCTION OF YARD SITE: SECURITY FENCING

CONTRACT NUMBER A116

INVITATION TO BID DATED \_\_\_\_\_

BUY AMERICA CERTIFICATE

FOR NON-COMPLIANCE

The Bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

This form must be completed and attached to Bid unless a certified check is attached. (See Article 6.F of "Instructions to Bidders.")

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
METRO RAIL PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called the Surety, are held and firmly bound unto the Southern California Rapid Transit District, a public corporation of the State of California, as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_, Contract Number A116.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

\_\_\_\_\_  
TYPE NAME AND TITLE

And: \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

\_\_\_\_\_  
TYPE NAME AND TITLE

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
METRO RAIL PROJECT

BIDDER \_\_\_\_\_

CONSTRUCTION OF YARD SITE: SECURITY FENCING

CONTRACT NUMBER A116

INVITATION TO BID DATED \_\_\_\_\_

NOTE: This form is included for reference only and will be required to be submitted by the three lowest responsive and responsible bidders only.

BIDDERS' QUALIFICATIONS AND  
BUSINESS REFERENCES

This questionnaire is intended as a basis for establishing the qualifications of Contractors for undertaking Construction, Maintenance and Repair Work under the jurisdiction of the Southern California Rapid Transit District.

If a Contractor has submitted such a questionnaire to the District within six months prior to the opening date for this proposal, the Contractor may refer to that submittal, by date and proposal subject, in lieu of submitting a new questionnaire. The District requires that a current questionnaire be on file and Contractors shall submit a new questionnaire whenever major changes have occurred in their organization, financial position and experience.

This questionnaire forms an integral part of the Contractor's Bid and failure to submit it or lack of evidence of qualification may be a basis for rejection of a bid.

1. General

A. Legal Title and Address of Organization,

\_\_\_\_\_  
\_\_\_\_\_

B. Contractor's Local Representative's Name, Title and Address,

\_\_\_\_\_  
\_\_\_\_\_

C. \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual  
(See Para. C.1) (See Para. C.2) (See Para. C.3)

1. If a Corporation:

Capital Paid in Cash, \$ \_\_\_\_\_

Date of Incorporation, \_\_\_\_\_

State in which Incorporated, \_\_\_\_\_

Name and Title Principal Officers	Date of Assuming	Position
--------------------------------------	---------------------	----------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. If Partnership:

Date of Organization, \_\_\_\_\_ Nature of Partner-  
ship (General, Limited or Association), \_\_\_\_\_

Names and Addresses of all Partners	Ages
-------------------------------------	------

_____	_____
_____	_____
_____	_____

3. If individual:

Full Name and Address of Owner, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. List major items of equipment fully owned by organiza-  
tion, giving approximate market value and age. (If now  
fully owned, so state)

\_\_\_\_\_  
\_\_\_\_\_

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E. Is any member of your organization employed by the SCRTD or in any way officially connected with the SCRTD? If yes, explain:

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F. Give name and data about any construction projects you have failed to complete, including any terminations for default, (use separate sheet if necessary).

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G. Has your organization or any of its Directors, Officers, Partners or Supervisory Personnel ever been party to any criminal action relating directly or indirectly to the general conduct of your business? If yes, explain:

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H. Has your organization ever been denied an award on which you were low bidder? If yes, explain:

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I. Have you ever been assessed actual or liquidated damages for late completion? \_\_\_\_\_, If so, give full particulars

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Financial

A. Give the total market value of all construction equipment fully owned by your organization. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Give value of total assets of organization (including equipment market value in (IIA) above). \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C. Give value of total liabilities of organization. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Give total contract value of work accomplished by your organization in each of the last three (3) years.

19 \_\_\_\_\_

19 \_\_\_\_\_

19 \_\_\_\_\_

E. Give contract value of work presently being accomplished by, or pending award to your organization. \_\_\_\_\_

\_\_\_\_\_  
(Date)

F. Give value of any judgments or liens outstanding against your organization. \_\_\_\_\_

G. Has any Bonding Company refused to write you a bond on any construction work? \_\_\_\_\_ If yes, explain: \_\_\_\_\_

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H. Give maximum value of contract work for which you could obtain Bond.

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I. Name, Address and Phone Number of Bonding Company to be used if successful bidder.

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III. Experience

A. Indicate type of contracting undertaken by your organization and year's experience:

General	_____	Sub	_____	Type	_____
	Years		Years		Years
Type	_____	Type	_____		
	Years		Years		Years

B. State construction experience of principal members of your organization including the designated project manager:

Construction Experience

Name and Title (Such as President, Manager)	Construction Experience Years	Type of Work (Such as Hospital, Apartment)	In What Capacity (Such as Foreman, Superintendent)

C. Give any special qualifications of firm members (Such as Registered Engineer, Surveyor) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use Additional Sheet if Necessary)



D. List some principal projects completed by your organization.

Name of Work	_____	_____	_____	_____
General or Sub (If sub, what type of work)	_____	_____	_____	_____
Contract Price	_____	_____	_____	_____
Year	_____	_____	_____	_____
Designing Architect or Engineer	_____	_____	_____	_____
Owners' Name and Address	_____	_____	_____	_____

E. Quality

1) Organization has complied with the following quality assurance requirements on past contracts.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Submit evidence that your firm has an inspection quality assurance program and personnel to assure compliance with the quality assurance requirements for this Contract.

F. If General Contractor, list some subcontractors in various fields who have worked under you: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. If Subcontractor, list some general contractors for whom you have worked:

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H. Previous Project Values

- 1) What is the construction value of the largest project accomplished by your organization? \_\_\_\_\_
- 2) Maximum value in last three years. \_\_\_\_\_
- 3) Maximum value you prefer to undertake. \_\_\_\_\_
- 4) Price range of work your organization is deemed best adapted to undertake. \_\_\_\_\_

I. Give date, type and number of State of California license:

---

The undersigned certifies that he/she is legally authorized by the Bidder to make the statements and representations contained in this document, and represents and warrants that the foregoing information is true and accurate to the best of his/her knowledge, and intends that the Southern California Rapid Transit District rely thereon in awarding the Contract. The undersigned further understands that any misrepresentation made in this form shall be a basis for rejection of the bid.

Bidder's Firm Name: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

CONTRACT DOCUMENTS



# CONTRACT

between

CONTRACT NO: A116

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT P.R.NO:

AFE NO:

and

PERIOD OF PERFORMANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT AMOUNT:

\$

Tel: \_\_\_/\_\_\_-\_\_\_\_\_

FOR \_\_\_\_\_

\*\*\*\*\*

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT (District) and \_\_\_\_\_  
\_\_\_\_\_  
(Contractor) HEREBY AGREE AS FOLLOWS:

1.0 WORK TO BE PERFORMED

Contractor shall furnish labor, materials, supplies, services and transportation necessary to furnish and construct

with the Contract Unit \_\_\_\_\_ Bid Documents dated \_\_\_\_\_, 19\_\_\_\_, in accordance  
(including any addenda) and Contractor's Bid dated \_\_\_\_\_, 19\_\_\_\_,  
all of which are incorporated herein as fully set forth.

2.0 NOTICE-TO-PROCEED

Contractor shall commence work after execution of contract, upon notice-to-proceed, and shall complete all work within \_\_\_\_\_ calendar days after said notice-to-proceed.

3.0 PAYMENT

In consideration of the work performed, District shall pay Contractor the sum of \$ \_\_\_\_\_, payable as provided in the General and Special Conditions of the Bid Documents.

\_\_\_\_\_  
\_\_\_\_\_

SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT

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

\_\_\_\_\_  
Paul Como  
Office of Contracts, Procurement and Materiel

\_\_\_\_\_  
(Print or Type Name)

Date \_\_\_\_\_

\_\_\_\_\_  
(Title) / \_\_\_\_\_  
(Date)

APPROVED AS TO FORM:

\_\_\_\_\_  
(General Counsel)

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

METRO RAIL PROJECT

NOTE: This form is included for reference only and will be required to be submitted by the Bidder to whom the Contract is awarded.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the Southern California Rapid Transit District, a public corporation of the State of California, in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which we hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a Contract with District, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

The condition of the foregoing obligation is such that if the said Principal shall perform all things agreed to in said Contract to be done and performed, then this obligation is to be void; otherwise to remain in full force and effect;

PROVIDED,

- A. Any alteration in the Work to be done, or the material to be furnished, which may be made shall not in any way release the Principal or the Surety hereunder, nor shall any extensions of time granted release either the Principal or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.
- B. Whenever Principal shall be, and is declared by District to be in default under the Contract, the District having performed District's obligations thereunder, the Surety may promptly remedy the default or shall promptly:
  - 1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for submission to the District for completing the Contract in accordance with its terms and conditions, and upon determination by District and Surety of the lowest responsible bidder, arrange for a contract between such bidder and District, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by District to Principal under the Contract and any amendments thereto, less the amount properly paid by District to Principal.

Signed and sealed this \_\_\_\_\_ DAY OF \_\_\_\_\_,  
19\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

\_\_\_\_\_  
TYPE NAME AND TITLE

And: \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

\_\_\_\_\_  
TYPE NAME AND TITLE

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

METRO RAIL PROJECT

NOTE: This form is included for reference only and will be required to be submitted by the Bidder to whom the Contract is awarded.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, a corporation duly  
organized under the laws of \_\_\_\_\_ as Surety, are held  
and firmly bound unto the Southern California Rapid Transit Dis-  
trict, a public corporation of the State of California, in the  
sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
for the payment of which we hereby bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_  
entered into a contract with District, which contract is by ref-  
erence made a part hereof, and is hereinafter referred to as the  
Contract.

NOW, THEREFORE, the condition of the foregoing obligation is such  
that, if the said Principal or his subcontractors fails to pay  
any of the persons named in Sections 3181 et seq. of the Califor-  
nia Civil Code with respect to work or labor performed by any  
such claimant, or for any amounts required to be deducted, with-  
held, and paid over to the California Franchise Tax Board from  
the wages of employees of the Principal and his subcontractors  
pursuant to Section 18806 of the California Revenue and Taxation  
Code, with respect to such work and labor that Surety will pay  
for the same, in an amount not exceeding the sum specified herein  
and also, in case suit is brought upon the bond, a reasonable  
attorney's fee, to be fixed by the Court, otherwise this Bond  
shall be void and of no effect;

PROVIDED, that any alteration of the Work to be done, or the  
material to be furnished, which may be made shall not in any way  
release the Principal or the Surety hereunder, nor shall any  
extension of time granted release either the Principal or the  
Surety, and notice of such alterations or extensions of the Con-  
tract is hereby waived by the Surety.



This Bond shall inure to the benefit of any and all persons named under Section 3181 et. seq. of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

Signed and sealed this \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

\_\_\_\_\_  
TYPE NAME AND TITLE

And: \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

\_\_\_\_\_  
TYPE NAME AND TITLE

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

SPECIAL CONDITIONS

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

CONSTRUCTION CONTRACT NO. A116

SPECIAL CONDITIONS

SC1 TIME OF COMPLETION - The Work to be performed under this Contract shall be commenced within 10 days after the effective date of the Notice to Proceed and shall be completed and released to the District.

SC2 LIQUIDATED DAMAGES - The elements of Liquidated Damages are set forth in General Conditions, Article 29, Liquidated Damages. The Liquidated Damages provision will be strictly enforced. However, the Contractor shall employ all efforts necessary to complete the Work within the Time of Completion specified in Article SC1, and the District reserves all other remedies provided for in this Contract to ensure timely completion. Liquidated Damages, for failure to complete the Work within the number of calendar days specified in Article SC1, the Contractor will be assessed the sum of \$(( )) per day as liquidated damages, for each day of delay, until completion.

SC3 DBE Goal - The District has established a combined goal for Disadvantaged Business Enterprises (DBE). This goal is the sum of the previously established DBE goal. Each reference to separate DBE throughout the specifications, including the Invitation to Bid, the Instructions to Bidders, Forms for Submittal of Bids, General Conditions Article 73, Schedule A and Schedule B, shall be amended to provide a single combined DBE Goal OR Good Faith Efforts requirement calculated by adding the prior DBE Goal and/or Good Faith Efforts requirements. The DBE goal for this Contract is (( )) percent.

SC4 GAS CONDITIONS - CAL/OSHA has classified this Contract as "Gassy". CAL/OSHA's requirements for the classification shall be maintained until directed otherwise by the District or its designee.

SC5 SPECIALTY ITEMS - There is no Work considered a specialty item in this Contract.

SC6 EASEMENTS DURING CONSTRUCTION - Not used.

SC7 DISCOVERY OF ASBESTOS OR HAZARDOUS MATERIALS - In the event Contractor, during the performance of the Work, encounters the presence of asbestos, including materials containing asbestos, or any other hazardous materials, as recognized by the EPA, U.S.

Department of Transportation, CAL/OSHA or the South Coast Air Quality Management District (SCAQMD), Contractor shall promptly take all emergency measures required by any laws and simultaneously notify the District or its designee. Contractor shall not perform any Work pertinent to the asbestos or the hazardous material prior to receipt of special instructions from the District or its designee except as may be required by law. Any delay in the progress of the Work as a result of encountering either asbestos or hazardous materials on the project shall be mitigated by the Contractor who, within 24 hours after notification to the District or its designee of encountering the presence of asbestos or hazardous materials, shall meet with the District or its designee and such federal, state and local authorities as may be involved, to replan the work area. The District or its designee will provide special instructions without delay upon approval by the EPA, U.S. Department of Transportation, CAL/OSHA, SCAQMD and other legal entities having jurisdiction in and over the Work. Payment for Work related to the removal and disposal of hazardous materials encountered during construction operations will be in accordance with Article 34, Changes, of the General Conditions. Hazardous wastes resulting from the Contractor's maintenance operations shall be removed and disposed of at no additional cost to the District.

SC8 FURNISHED DOCUMENTS - The District will furnish one full-size reproducible copy of the conformed Contract Drawings, ten copies of the conformed Contract Specifications Books, and ten conformed half-size Contract Drawings. Additional copies of the Contract Drawings and Contract Specifications Books will be furnished upon reimbursement of the cost of printing and delivery.

SC9 BIDDERS TOUR - Bidders' tour of worksite will be arranged at the prebid conference.

SC10 NOTIFY Southern California Rapid Transit District, Bus Operations and Transportation Department at least ten days prior to the full or partial closure of a street or intersection.

SC11 STREET LIGHT REPAIR - The Contractor is responsible for the repair of damage to the street lighting system, resulting from the Work.

SC11.A The Contractor shall maintain affected circuits in operation. Submit the name, address and telephone number of the licensed electrical contractor who is able to perform work on high voltage street lighting facilities. The electrical contractor shall be on-call on a 24 hour basis to make immediate emergency repairs, at no cost to the District or City.

SC11.B Based on the hazards of working on high voltage circuits, electrical safety clearances shall be obtained from the Department of Water and Power prior to performing repairs.

SC11.B.1 Daytime - call 481-4366

SC11.B.2 After 4:00 PM and weekends - call 481-6720.

SC12 NIGHT-TIME AND SUNDAY CONSTRUCTION - The District has obtained a variance from the Board of Police Commissioners for night-time and Sunday construction for this Contract. The Contractor may schedule night-time and Sunday Work within the guidelines and under the requirements of this variance.

SC12.A Work performed at night shall comply with the provisions of the variance to Section 41.40 of the Los Angeles Municipal Code.

SC12.B Work performed on Sundays shall comply with the provisions of the variance to Section 41.40 of the Los Angeles Municipal Code.

SC13 CONTRACTOR QUALIFICATIONS FOR TELEPHONE UTILITY WORK - Not used.

SC14 PERMITS

SC14.A In lieu of issuing the permits normally required for work on public right-of-way, the Board of Public Works of the City of Los Angeles has given the Project a blanket approval covering the following permits:

- A-Permits
- B-Permits
- Revocable and Encroachment Permits for Metro Rail Facilities
- Holiday Season Restrictions in the Downtown Area
- Street Closures
- Excavation Permits
- Lateral Support Bonds

SC14.B If applicable, the following permits must still be obtained by the Contractor:

- Sewer Connection Permits
- Storm Drain Connection Permits
- Industrial Waste Permits
- Building Material Permits
- Overload Permits.

SC15 INSTALLATION of Fire Protection systems - Not used.

END SPECIAL CONDITIONS

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

GENERAL CONDITIONS

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
CONSTRUCTION CONTRACT

GENERAL CONDITIONS TABLE OF CONTENTS

<u>Article</u>		<u>Page Number</u>
GENERAL		
1.	Abbreviations and Definitions	1
2.	Entire Agreement	10
3.	Interpretation	10
4.	Authorized Representatives of the District	12
5.	Contractor Participation	13
6.	Joint and Several Liability	13
7.	Subcontracts and Assignments	13
8.	Agent to Accept Service	13
9.	Independent Contractor	14
10.	Superintendence by Contractor	14
11.	Use of District's Name in Contractor Advertising or Public Relations	14
12.	No District Contracts With Subcontractors	15
13.	Gratuities and Conflicts of Interest	15
14.	Debarred Bidders	16
15.	Covenant Against Contingent Fees	16
16.	Conditions and Risks of Work	17
17.	Construction Safety, Security and Health Standards	18
QUALITY STANDARDS		
18.	Workmanship and Unauthorized Work	18
19.	Warranty	19
20.	Inspection	20
PAYMENT		
21.	Progress Payment Schedule	22
22.	Payment	22
23.	Payment to Subcontractors	23
24.	Contract Prices - Bid Form	23
25.	Audit and Inspection	24
26.	Final Payment	24
SCHEDULING		
27.	Notice to Proceed	25
28.	Project Schedule	26
29.	Liquidated Damages	27

30.	Construction Staging	27
31.	Notice of Completion and Final Acceptance	28
32.	Extension of Time	28
33.	Suspension of Work	30

#### CHANGES

34.	Changes	32
35.	Cost Reduction Incentive	34
36.	Differing Site Conditions	37
37.	Price Reduction for Defective Cost or Pricing Data	37
38.	Increased or Decreased Quantities	39

#### CLAIMS AND DISPUTES

39.	Claims	39
40.	Disputes	41
41.	Force Account	42
42.	California Stop Notice	46

#### TERMINATION AND DEFAULT

43.	Termination for Convenience	47
44.	Termination for Default - Delay	52
45.	Termination for Default - Other	53
46.	Rights and Obligations in Termination for Default	53

#### MATERIALS AND EQUIPMENT

47.	Materials	54
48.	Protection of Equipment, Materials, and Work	57
49.	Care, Custody, Control and Title to Materials	58
50.	Control of District-Furnished Materials	58
51.	Contractor's Construction Equipment	59
52.	Use and Possession Prior to Completion	59

#### WORK CONDITIONS

53.	Emergencies	59
54.	Protection of Existing Vegetation, Structures, Utilities and Improvements	60
55.	Patent Indemnity	61
56.	Cooperation, Access, and Community Relations	62
57.	Permits and Responsibilities	63
58.	Environmental Compliance	63
59.	Energy Conservation	64
60.	Historical, Scientific, and Archaeological Discoveries	65
61.	Buy America	65



62.	Rights in Land and Improvement	65
63.	Rights in Data	65
64.	Federal Participation Signs	66
65.	Cargo Preference - Use of United States Flag Vessels	67
66.	Operations and Storage Areas	67
67.	Cleaning Up	68
68.	Shop Drawings, Working Drawings, Samples and Contract Record Documents	67
69.	Payment of Taxes	68
70.	Motor Vehicle Safety Standards	68

#### LABOR AND WORK RULES

71.	Equal Employment Opportunity	68
72.	Affirmative Action Requirements - Equal Employment Opportunity	70
73.	Disadvantaged Business Enterprise (DBE)	77
74.	Labor Provisions	82
75.	Certified Payrolls - Construction Projects	89
76.	Continuation of Work Agreement	89

#### INDEMNIFICATION AND INSURANCE

77.	Indemnification	89
78.	Insurance	90

#### OTHER REQUIREMENTS

79.	Public Records Act	90
-----	--------------------	----

#### EXHIBITS

	<u>Number of Pages</u>
Exhibit 1 DBE Schedule A	14
Exhibit 2 DBE Schedule B	6
Exhibit 3 Summary Subcontracts Award and Paid Report	3
Exhibit 4 Continuation of Work Agreement	35
Exhibit 5 Minimum Wage Rates	76
Exhibit 6 Code of Conduct	25
Exhibit 7 Monthly Employment Utilization Report	3

END OF TABLE OF CONTENTS

## GENERAL CONDITIONS

### 1. ABBREVIATIONS AND DEFINITIONS

#### 1.A Abbreviations:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials (successor to AASHO)
AC	Air Conditioning, Alternating Current, or Asphalt Concrete
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association
AIA	American Insurance Association (successor to NBFU)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute (successor to USASI and ASA)
APA	American Plywood Association
APTA	American Public Transit Association
AREA	American Railway Engineering Association
ARI	Air-Conditioning and Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineering
ASTM	American Society for Testing and Materials
ATSF	Santa Fe Railway
AWG	American Wire Gauge
AWPA	American Wood Preservers' Association
AWPB	American Wood Preservers' Bureau
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
Btu	British Thermal Unit
C	Celsius, Channel, or Conduit
CAL/OSHA	California Occupational Safety and Health Administration
CALTRANS	California Department of Transportation
cfm	cubic feet per minute
CFR	Code of Federal Regulations
cfs	Cubic Feet per Second
CISPI	Cast Iron Soil Pipe Institute
CLF	Current-Limiting Fuse
CM	Construction Manager
CPSC	Consumer Products Safety Council
CRSI	Concrete Reinforcing Steel Institute

CS	Commercial Standards, United States Department of Commerce
CWA	Continuation of Work Agreement
CY	Cubic Yard
dB(n)	decibel (n=weighting infrequency response)
DB	Dry Bulb
dBA	Decibel on A-Scale (Noise Levels)
DC	Direct Current
dft	Dry Film Thickness
DOC	United States Department of Commerce
DOD	United States Department of defense
DOT or USDOT	United States Department of Transportation
DWPPS	Department of Water and Power, Power System
DWPWS	Department of Water and Power, Water System
EEl	Edison Electric Institute
EEO	Equal Employment Opportunity
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
Est.	Estimated
F	Fahrenheit
ft	foot, feet
FGMA	Flat Glass Marketing Association
FHWA	United States Department of Transportation Federal Highway Administration
FM	Factory Mutual
fpm	feet per minute
FPR	Federal Procurement Regulations
FRA	Federal Railroad Administration
FS	Federal Specifications
GC	General Architectural and Engineering Consultant
gpm	gallons per minute
GRS	Galvanized Rigid Steel
HP	Horsepower
HR	Hour
HVAC	Heating, Ventilating and Air Conditioning
IACS	International Annealed Copper Standard
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers (successor to AIEE)
IES	Illuminating Engineering Society
IMC	Intermediate Metallic Conduit
IMSA	International Municipal Signal Association
ISA	Instrument Society of America
ITE	Institute of Transportation Engineers
JIC	Joint Industrial Council
kV	Kilovolt
kVA	Kilovoltampere
kW	Kilowatt
LACFCD	Los Angeles County Flood Control District
LACOFD	Los Angeles County Fire Department
LADOT	Los Angeles Department of Transportation
LADPW	Los Angeles Department of Public Works
LAFD	Los Angeles Fire Department
MIL	Military Standardization Documents
MRB	Material Review Board

MRTC	Metro Rail Transit Consultants
MSS	Manufacturers' Standardization Society of the Valve and Fittings Industry
MUTCD	Manual on Uniform Traffic Control Devices
mVA	Millivoltampere
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBC	National Building Code
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturers' Association
No.	Number
NTP	Notice to Proceed
NTSB	National Transportation Safety Board
OSHA	United States Department of Labor, Occupational Safety and Health Administration; and Occupa- tional Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDCD	Parsons, Dillingham Construction, DeLeuw Cather
psi	pounds per square inch
psig	pounds per square inch, gauge
QA	Quality Assurance
QC	Quality Control
RMS	Root Mean Square
rpm	revolution per minute
RTD	Rapid Transit District
SAE	Society of Automotive Engineers
SCG	Southern California Gas Company
SCRTD	Southern California Rapid Transit District
SDI	Steel Deck Institute (Division 5) or Steel Door Institute (Division 8)
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMAW	Shielded Metal Arc Welding
SS	Stainless Steel
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Con- struction
STA	Station
TCA	Tile Council of America
TIMA	Thermal Insulation Manufacturer's Association
UBC	Uniform Building Code of the International Con- ference of Building Officials
UL	Underwriters' Laboratories, Inc.
UMTA	United States Department of Transportation, Urban Mass Transportation Administration
USC	United States Code
USCE	United States Corps of Engineers
USG	United States Gypsum

USSG	United States Standard Gauge
WATCH	Work Area Traffic Control Hand Book
WB	Wet Bulb
WCLIB	West Coast Lumber Inspection Bureau

Additional abbreviations may be found on the Contract Drawings and in the Contract Specifications.

## 1.B DEFINITIONS

Addenda - Written errata, interpretations and revisions to the bid Documents issued by the District prior to opening of the Bids.

Alignment - Horizontal and vertical location of a track, street or highway as described by curves, tangents and elevations.

Award - The issuance of a Contract by the District.

Ballast - Material placed on the track bed to provide the required track stability.

Bid Documents - Invitation to Bid, Instructions to Bidders, Information Available to Bidders, unexecuted contract documents and forms for the submittal of bids.

Bid Form - The form indicating the estimated quantities, to be completed by the bidder with unit bid prices and extensions and submitted to the District indicating the Bidders total bid for the work indicated.

Bid Security - The cashier's check, certified check or bid Bond, accompanying the Bid submitted by the Bidder, as a guarantee that the Bidder will enter into a contract with the District for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to it.

Bidder - An individual, firm, partnership, corporation or combination thereof, submitting a Bid for the Work.

Change - Any alteration in the contract documents, (plans and specifications and all documents made part of the Contract), method or manner of performance of the work, equipment, materials, facilities, services, site, performance schedule or other contract provision of an existing contract.

Change Notice - A document issued by the District to the Contractor specifying a proposed change to the Contract. Unless otherwise expressly stated in the Change Notice, a Change Notice is a request for proposal which may result in a Change Order.

Change Order - A document issued to the Contractor by the District modifying the Contract.

Claim - Contractor's statement of his right under the Contract to adjustment, i.e., his entitlement for which he must establish not only his right to adjustment, but also the amount of the adjustment to the contract provisions.

Construction Agreement - A Contract form, executed by the Contractor and the District, wherein the Contractor agrees to perform the Work delineated within the Contract Documents for a stipulated sum (the Contract Price) and the District agrees to pay the Contractor said stipulated sum for such performance.

Construction Manager (CM) - The Joint Venture of the Ralph M. Parsons Company, Dillingham Construction, Inc. and DeLeuw, Cather and Company doing business as PDCD, engaged by the District as the Construction Manager, and its successors, if any, acting directly or through properly authorized agents within the scope of the particular duties delegated to them by the District. Delegation of authority to the CM shall be as provided in Article 4, Authorized Representative of the District.

Construction Safety and Security Manual - A document, applicable to construction contracts awarded by the District, containing the requirements and provisions of the construction safety and security program.

Construction Staging Area - Property available for use by the Contractor during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work.

Contract - The completed and executed integrated agreement entered into between the Contractor and the District for the performance of the Work.

Contract Documents - The completed and executed Construction Agreement, Performance Bond, Payment Bond, General Conditions, Special Conditions, Continuation of Work Agreement, Contract Specifications, Contract Drawings, Insurance Specifications, Construction Safety Manual, and additional documents incorporated by reference into the Construction Agreement or any other Contract Document.

Contract Drawings - The plans, profiles, typical cross sections, general cross sections, elevations, schedules and details which show locations, character, dimensions, and details of the Work.

Contract Specifications - The directions, provisions, requirements, and descriptions of Work to be done by the Contractor on the Contract.

Contracting Officer (CO) - The person with the authority to execute the contract and make related determinations and findings thereto on behalf of the District.

Contractor - The individual, firm, partnership, corporation, or combination thereof, private, or public, including joint ventures, which, as an independent contractor, has entered into a contract with the District, who is referred to throughout the Contract Documents by singular number.

Data - As defined in Article 63, Rights in Data.

Datum - Elevations are based on the National Geodetic Vertical Datum of 1929 reobserved and adjusted by the City of Los Angeles in 1975.

Days - Unless otherwise designated, days mean calendar days.

District - The Southern California Rapid Transit District, or anyone designated to act on its behalf with respect to a particular subject matter, including its successors and assigns.

Emergency - Imminent and immediate danger to life, limb, or property resulting from either major catastrophe involving the project area or from unforeseen circumstances at the worksite that requires immediate action to mitigate the danger.

Engineer's Estimate of Quantities - The list of quantities of work estimated to be performed as contained in the Bid Form.

Event - The precedent condition such as Differing Site or Concealed Conditions, Formal Change Notices, Extra Work, Delay, Suspension, Acceleration, etc., which must occur prior to submittal to the District by the Contractor of notice of a claim or potential claim.

Extra Work - Work not provided for in the Contract as awarded but found to be essential to the satisfactory completion of the Contract, within its intended scope.

Final Acceptance - The formal written acceptance by the District of the completed work.

Force Account - A method of payment, other than lump sum or unit price, for work ordered by Change Order.

Forms for the Submittal of Bids - A document, specific to the bidding of an individual Contract, containing copies of the Proposal Letter, Bid Form, List of Proposed Subcontractors, List of Proposed DBE's, The Good Faith Efforts Certificate, the Buy America Certificate and Bid Bond required to be completed and submitted by the Bidder.

Furnishing - Manufacturing, fabricating and delivering to the site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles and conveyances necessary or required for the completion of the Work.

General Conditions - The general contractual provisions which describe the contractual relationship of the parties and their rights and responsibilities to each other.

General Consultant (GC) - Metro Rail Transit Consultants a joint venture composed of the firms of Daniel, Mann, Johnson, & Mendenhall (DMJM); Parsons Brinckerhoff Quade & Douglas, Inc. (PBQD); Kaiser Engineers (California) Corporation (KE); and Harry Weese & Associates (HWA), doing business as "Metro Rail Transit Consultants", engaged by the District as the General Consultant, and its successors, if any, acting directly or through properly authorized agents within the scope of the particular duties delegated to them.

Government - The government of the United States of America.

Indicated - As shown on the Contract Drawings; as specified in the Contract Specifications; or as required in the Contract Documents.

Installation, Install or Installing - Completely assembling, erecting and connecting material, parts, components, appliances, supplies and related equipment specified or required for the completion of the Work.

Insurance Specifications - The document specifying the insurance coverage to be provided by the District and the insurance coverage to be provided by the Contractor.

Liner/Lining - The structural element lining a mined tunnel, either by Cast-in-Place concrete, prefabricated steel, or precast concrete.

Limit of Work - The boundary within which the Work, excepting utility and drainage work in local streets and on private property, is to be performed.

Material - Equipment, material, products, and articles incorporated into the Work.

Metro Rail System - The District Heavy Rail Rapid Transit System, including right-of-way, pavement, tracks, structures, equipment, appurtenances and other property and fixtures associated therewith.

Notice to Proceed - Written notice from the District to the Contractor to proceed with the Work.



Notice of Termination - Written notice from the District to the Contractor to stop work, under, and to terminate, the Contract on the date and to the extent specified.

Permanent Drainage Easement - Area required to construct and maintain permanent drainage facilities for retention, release, and passage of surface water.

Permanent Needs Line - Boundary which describes the area certified for acquisition by the District, and within which the District's and other agencies' facilities will be located.

Permanent Subsurface Easement - Underground space required to construct and maintain permanent subsurface facilities.

Permanent Utility Easement - Area required to construct and maintain utility facilities.

Product Data - Manufacturer's standard drawings, shop drawings, and standard printed data which have been modified to reflect the project requirements, and supplemented with test reports, performance charts, and similar data.

Products - Materials, equipment, and fixtures to be incorporated into the Work.

Project - That portion of the Metro Rail System covered by this Contract.

Property Line - Boundary Line of any Real Property.

Provide - In reference to work to be performed by the Contractor, provide means furnish and install complete in place.

Provided by Others - Work including labor, materials, equipment, tools, and supervision furnished by other than the Contractor.

Purchasing Agent - Purchasing Agent for the Southern California Rapid Transit District.

Right-of-Way - Real property, and interests therein, acquired by the District, or other designated agencies.

Samples - Physical examples that illustrate materials, equipment, fixtures, workmanship and quality to establish standards by which the Work will be judged.

Shop Drawings - Documents furnished by the Contractor to illustrate specific portions of the Work. Shop Drawings include drawings, diagrams, illustrations, schedules, charts, brochures, tables and other data describing fabrication and installation of specific portions of the Work.

Specialty Item - A designated item of work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the Construction Contract as a whole, and usually limited to minor components of the overall Contract.

Standard Drawings - Drawings part of or referenced in the Contract Documents, developed for use during construction of the Metro Rail System to attain uniformity in materials, geometrics, arrangements, equipment, details, and procedures and in some instances, to express prior approval thereof by affected governmental agencies, utilities and railroads.

State - The State of California

Subballast - Material placed on the finished subgrade below the ballast.

Subcontractor - Any person, firm or corporation, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, material or labor and materials, under this Contract.

Technical Provision - A provision which specifies the materials, execution of construction and method of payment for Project Work.

Temporary Construction Easement Line - Boundary which describes the area available for construction operations.

Temporary Slope Easement - Area within which temporary slopes may be constructed to facilitate the prosecution of the Work.

Temporary Subsurface Easement - Underground space required by the District to construct and maintain temporary subsurface facilities.

Ton - Two thousand pounds avoirdupois.

Trackway Envelope - A space extending the length of the Project and including, but not limited to, completed base slabs, walls, duct banks, bonding, ground rods and plates, bushings, pull boxes with cable racks, clean and dry manholes and vaults having cable racks, cable pulling rings and irons, and pull boxes.

Transit System - Same as Metro Rail System.

United States Department of Transportation (DOT or USDOT) - The Secretary of the United States Department of Transportation, and other persons who may at the time be acting in the capacity of the Secretary or authorized representative or any other person authorized to perform the functions to be performed hereunder by DOT or USDOT, including

representatives of the Urban Mass Transportation Administration (UMTA).

Work - The construction labor, materials, equipment, and contractual requirements including all administrative requirements as indicated in the Contract Documents, including alterations, amendments, or extensions thereto made by authorized changes.

Working Drawings - Drawings prepared by the Contractor for temporary work which will not become a part of the permanent structure being constructed.

Work Site - The area enclosed by the Limit of Work indicated in the Project Drawings and boundaries of local streets and public easements in which the Contractor is to perform work under the Contract. It shall also include areas obtained by the Contractor for use in connection with the Contract, when contiguous to the Limit of Work.

2. ENTIRE AGREEMENT - The Contract, as defined herein, constitutes the entire agreement between the District and Contractor. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing in accordance with the conditions of the Contract.

### 3. INTERPRETATION

3.A The documents comprising the Contract are complementary, and describe the Work. Anything mentioned in the Specification (including General Conditions and Specifications/Technical Provisions) and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Specification, shall be of like effect as if shown in both.

3.B Wherever in the Contract the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the District is intended and similarly words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the District, unless otherwise expressly stated.

3.C Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the Specifications, or Contract Drawings, unless stated otherwise.

3.D References to Articles include the Subarticles under the Article referenced. For example: a reference to Article 3 is also a reference to Subarticles 3.A through 3.L.

3.E Precedence of Contract Documents - Except as provided in Subarticle 3.A, in cases of express conflict between parts of the Contract, specifications or drawings, the order of precedence shall be as follows:

Executed Contract Agreement  
Completed Forms for Submittal of Bids  
Special Conditions  
General Conditions  
Specifications/Technical Provisions  
Contract Drawings  
Reference Drawings  
Cited Codes and Standards

Contract Documents shall take precedence over approved Contractor drawings.

3.F This Contract will be governed by and interpreted in accordance with the laws of the State of California. The District will finance the Work, in part, by means of a grant under the Urban Mass Transportation Act of 1964, as amended, administered by USDOT under a capital grant between the District and the Government of the United States. The Contract shall be administered in all respects in conformity to the said grant and to the laws and regulations governing the same.

3.G Referenced Standards - Materials and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of the Invitation to Bid except where a particular issue is indicated. Municipality, utility and railroad standards shall govern except in case of conflict with the Specifications. In case of a conflict between the Specifications and the referenced standards, the most stringent requirements shall govern.

3.H Explanations - Should it appear that the Work to be performed or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the District for such further written explanations as may be necessary and shall conform to the explanation provided as part of the Contract. If doubts or questions arise regarding the true meaning of the Contract Documents, reference shall be made to the District whose decision thereon shall be final, subject to remedies under Article 40, Disputes.

3.I In case of differences between small and large scale drawings, the large scale drawings shall govern. In the event

of discrepancy between any drawing scaled dimension and the figure written thereon, the figures shall govern over scaled dimensions.

3.J Omissions and Misdescriptions - The Contractor shall carefully study and compare all drawings, Specifications and other instructions; shall verify all figures on the Contract Drawings before laying out the Work; shall notify the District of all errors, inconsistencies, or omissions which it may discover; and shall obtain specific instructions in writing before proceeding with the Work. The Contractor shall not take advantage of any apparent error or omission which may be found in the Contract Drawings, Specifications, or Technical Provisions but the District shall be entitled to make such corrections therein and interpretations thereof as it may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors which could have been reasonably avoided by such examination and notification, and shall correct, at its own expense, Work improperly performed through failure to notify the District and to request specific instructions. Omission from the Contract Drawings, Specifications, or Technical Provisions, or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Contract Drawings or Specifications or which are customarily performed shall not relieve the Contractor from performing such omitted Work (no matter how extensive) or misdescribed details of the Work and they shall be performed as if fully and correctly set forth and described in the Contract Drawings or Specifications.

3.K Severability - If any article, section, Subarticle, sentence, clause or phrase contained in the Contract Documents is determined, declared, or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall in no manner affect the other articles, sections, Subarticles, sentences, clauses or phrases of the Contract Documents, which shall remain in full force and effect as if the article, section, Subarticle, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally a part thereof.

3.L Effect of Headings - The headings and titles to provisions in these Contract Documents are for convenience only and shall not affect the rights and duties of parties to this Contract.

4. AUTHORIZED REPRESENTATIVES OF THE DISTRICT - The District will authorize representatives to perform, on behalf of the District, certain functions in the administration of the Contract. A copy of the authorization will be furnished to the Contractor upon issuance of the Notice to Proceed and revised as necessary. A list of District representatives authorized to act on behalf of the District will be furnished to the Contractor. The District

shall be bound by the acts of the District employees and authorized representatives only with respect to matters delegated to them in writing.

5. CONTRACTOR PARTICIPATION - The Contractor shall perform with its own organization Contract Work amounting to not less than ten percent of the total Contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total Contract price before computing the amount of work required to be performed by the Contractor with its own organization. When items of Work in the Bid Form are preceded by the letter (S), said items are designated "Specialty Items." Where an entire item is subcontracted, the value of Work subcontracted will be based on the Contract item bid price. When a portion of an item is subcontracted, the value of Work subcontracted will be based on the estimate percentage of the Contract item bid price, determined from information submitted by the Contractor, subject to approval from the District.

6. JOINT AND SEVERAL LIABILITY - If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable under this Contract.

7. SUBCONTRACTS AND ASSIGNMENTS

7.A The performance of the Work under the Contract may not be assigned or subcontracted except upon written consent of the District. Any unauthorized attempt to do so shall be void and unenforceable. Consent will not be given to a proposed assignment which would relieve the Contractor or its surety of their responsibilities under the Contract.

7.B The Contractor may assign monies due or to become due to it under the Contract to the extent permitted by law and the assignment will be recognized by the District if it has received written notice of the assignment. Assignment of monies shall be subordinate to the District's rights under the Contract subject to proper set-offs in favor of the District and to deductions provided for in the Contract. Money withheld, whether assigned or not, shall be subject to being used by the District for the completion of the Work in the event that the Contractor is in default.

7.C Contractor shall insert into each and every subcontract, and ensure that there are inserted into each subcontract of any tier, each and every provision required to be in contracts or subcontracts by law, regulation, rule, or by this Contract. Not more than 15 working days after award of contract, the Contractor shall submit to the District, certification, in a acceptable form, that this requirement has been met.

8. AGENT TO ACCEPT SERVICE - The Contractor shall maintain, within the County of Los Angeles, California, an agent to accept

service of legal process on its behalf, and shall keep the District advised of the agent's name, and address, during the period commencing with the execution of the Contract and ending three years after final payment to the Contractor or when Contractor's warranty obligations under Article 19, Warranty, cease, whichever period terminates later.

9. INDEPENDENT CONTRACTOR - Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for in this Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. Contractor is an independent contractor, is not an agent of the District in the performance of the Contract, and maintains complete control over its employees and its subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any subcontractor and the District. Contractor shall perform the Work in accordance with its own methods in compliance with the terms of the Contract.

10. SUPERINTENDENCE BY CONTRACTOR

10.A The Contractor shall have a competent manager, or superintendent designated as its authorized representative, satisfactory to the District, on the Work site during progress of the Work with authority to act for the Contractor.

10.B Before starting Work, the Contractor shall designate, in writing, the name, title, qualifications, and experience of its proposed representative and scope of its authority for approval by the District. A facsimile of the authorized representative's signature and initials shall be furnished to the District. The authorized representative or its designated substitute, acceptable to the District, shall be present at the site of the Work when Work is actually in progress on the Contract. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency work which may be required during periods when the Work is suspended.

10.C The Contractor shall notify the District, in writing, when the Contractor desires to change its representative, and shall provide information, specified in the previous Sub-articles of this Article regarding the new proposed representative.

11. USE OF DISTRICT NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS - The District reserves the right to review and approve District-related copy prior to publication. Contractor agrees not to allow District-related copy to be published in Contractor's advertisement or public relations programs until submitting the District-related copy and receiving prior written approval from the District's Department of Communications and Marketing. Contractor agrees that published information on the District or the District programs shall be factual and in no way imply that the

District endorses Contractor's firm, service, or product. The Contractor shall insert the substance of this Article, including this sentence, in each subcontract and supply contract or purchase order.

12. NO DISTRICT CONTRACTS WITH SUBCONTRACTORS - No contractual relationship shall exist between the District or anyone acting on behalf of the District and the subcontractors or suppliers of the Contractor or any of their lower-tier subcontractors or suppliers with respect to the Work described in the Contract Documents.

13. GRATUITIES AND CONFLICTS OF INTEREST

13.A The District may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any director, officer or employee of the District or of any District consultants or contractors, with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such contract. The District's determination shall be final, subject only to judicial review.

13.B If the Contract is terminated as provided in Subarticle 13.A the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor.

13.C No member, officer or employee of the District or of a local public body during the tenure of that person or for one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof, but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit. A full and complete disclosure of any such interest shall be made in writing, to the other parties, even if such interest would not be considered a conflict under Section 1090 et seq. or Section 87100 et seq. of the Government Code of the State of California. "Local public body" means the State, any political subdivision of the State, or any agency of the State or any political subdivision thereof.

13.D No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of the Contract or to any benefit arising therefrom, but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

13.E The Contractor or its employees shall not enter into any contract involving services or property with a person or business prohibited from transacting such business with the District, pursuant to Sections 1090 et seq. and 87100 et



seq. of the Government Code of the State of California. To the knowledge of the District or the Contractor, no Board member, officer nor employee of the District has any interest, whether contractual, noncontractual, financial or otherwise, in this transaction, or in the business of the Contractor; and if any such transaction comes to the knowledge of either party at any time, a full and complete disclosure of such information shall be made in writing to the other party, even if such interest would not be considered a conflict under Sections 1090 et seq. or Sections 87100 et seq. of the Government Code of the State of California.

13.F If the Contractor, or any of its officers, partners, principals or employees are convicted of a crime arising out of or in connection with the Work to be done or payment to be made under the Contract, the Contract, in whole or any part thereof, may, at the discretion of the District, be terminated.

13.G The rights and remedies of the District provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

13.H The Contractor shall comply with the Code of Conduct that is included as Exhibit 6 following the General Conditions. In the event of conflicts between Articles 13A through 13G and the Code of Conduct, the Code shall govern.

14. DEBARRED BIDDERS - Neither Contractor nor any officer or controlling interest holder of Contractor is currently on any debarred bidders list maintained by the United States Government or the District.

#### 15. COVENANT AGAINST CONTINGENT FEES

15.A The Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Contract upon an agreement or understanding for a contingent fee, except a bonafide employee or agency. For breach or violation of this warranty, the District may annul the Contract without liability or, in its discretion, deduct from the Contract Amount or consideration, or otherwise recover, the full amount of the contingent fee.

15.B "Bona fide agency," as used in this Article, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain District contracts nor holds itself out as being able to obtain any District contract or contracts through improper influence.

15.C "Bona fide employee", as used in this Article, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner

of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain District contracts nor holds out as being able to obtain any District contract or contracts through improper influence.

15.D "Contingent fee," as used in this Article, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a District contract.

15.E "Improper influence," as used in this Article, means any influence that induces or tends to induce a District employee or officer to give consideration or to act regarding a District contract on any basis other than the merits of the matter.

16. CONDITIONS AND RISKS OF WORK .

16.A The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which may affect the Work or its cost including but not limited to:

16.A.1 Conditions bearing upon transportation, disposal, handling, and storage of materials;

16.A.2 The availability of labor, water, electric power, and roads;

16.A.3 Uncertainties of weather, river stages or similar physical conditions at the site;

16.A.4 The conformation and conditions of the ground; and

16.A.5 The character of equipment and facilities needed preliminary to and during Work performance.

16.A.6 Conditions bearing upon security and protection of material, equipment and work in progress.

16.B The Contractor also acknowledges that it is satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the District as well as from the drawings and specifications made a part of this Contract. Contractor shall be responsible for any failure to take the actions described and is responsible for conditions acknowledged in this Subarticle, and will not be relieved from responsibility for failure to estimate properly the difficulty and cost of successfully performing the Work, or of proceeding to successfully perform the Work without additional expense to the District.

16.C The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the District nor does the District assume responsibility for any understanding reached or representation made concerning conditions which may affect the Work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

17. CONSTRUCTION SAFETY, SECURITY AND HEALTH STANDARDS

17.A The safety requirements for the Contract are specified in the Construction Safety and Security Manual. A copy of the Construction Safety and Security Manual is incorporated herein by this reference.

17.B It shall be a condition of the Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973).

17.C Contractor shall hold the District and its authorized representatives harmless from any liability, claims, or charges by reason of Contractor's or any of its subcontractors' failure to comply with the above acts or any regulations adopted pursuant thereto and shall reimburse the District for any fines, damages or expenses of any kind incurred by it by reason thereof.

18. WORKMANSHIP, AND UNAUTHORIZED WORK

18.A Workmanship - Work under the Contract shall be performed in a skillful and workmanlike manner. The District may, in writing, require the Contractor to remove from the work any employee the District determines incompetent, careless or otherwise objectionable.

18.B Unauthorized Work - Work performed beyond the lines and grades shown on the Contract Drawings, approved Working and Shop Drawings or established by the District and Extra Work done without written authorization, will be considered as unauthorized work and the Contractor will receive no compensation therefor. If required by the District, unauthorized work shall be remedied, removed, or replaced by the Contractor at the Contractor's expense. Upon failure of the Contractor to remedy, remove or replace unauthorized work, the District may proceed in accordance with Subarticle 20.C, of Article 20, INSPECTION.

19. WARRANTY

- 19.A Except where longer periods of warranty are specified elsewhere in the Contract, Contractor warrants Work furnished or performed under this Contract against defects in design, materials and workmanship (unless furnished by the District) for a period of one year from and after final written acceptance regardless of whether they were furnished or performed by Contractor or by any of its subcontractors of any tier. Upon receipt of written notice from the District of any defect in any Work during the applicable warranty period, due to defective design, materials, or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time acceptable to the District.
- 19.B The Contractor shall perform tests the District requires to verify that redesign, repairs, and replacements comply with the requirements of this Contract. Costs incidental to redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne by Contractor. Contractor warrants redesigned, repaired or replaced Work against defective design, materials, and workmanship for a period of one year from and after the date of its acceptance. Should Contractor fail to promptly make the necessary redesign, repair, replacement and test, the District may perform or cause it to be performed at Contractor's expense.
- 19.C Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.
- 19.D The Contractor, at no additional expense to the District shall remedy damage to equipment, the site, or the buildings or the contents thereof which is the result of any failure or defect in the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the Contractor fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the District may replace, repair, or otherwise remedy such failure or defect at the Contractor's expense.
- 19.E Express or implied warranties of Subcontractors, manufacturers, and suppliers respecting any part of the Work and any material used therein shall inure to the benefit of the District and shall be enforced by the Contractor for the benefit of the District whether or not there has been a separate transfer or assignment thereof. If directed by the District, the Contractor shall require subcontractors, manufacturers and suppliers to execute such warranties and guaranties, in writing, directly to the District.

19.F The rights and remedies of the District provided in this Article are in addition to and do not limit any other rights and remedies provided in this Contract or by law.

## 20. INSPECTION

20.A Work shall be subject to inspection and test by the District or the District's duly authorized representatives, at reasonable times and places prior to acceptance. Such inspection and test is for the sole benefit of the District and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the Work complies with the Contract requirements. The performance of any inspection or test by the District shall not constitute an acceptance unless or until the District specifically states in writing that as a result of a successful inspection or test the Work is accepted. An inspection or test shall not relieve the Contractor of responsibility for damage to, or loss of, the material prior to acceptance, nor in any way affect the continuing rights of the District after acceptance of the completed Work.

20.B The Contractor shall, without additional charge, replace material or correct workmanship found by the District not to conform to the Contract requirements, unless in its best interest the District consents to accept such material or workmanship with an appropriate adjustment in the Contract price. Such adjustment shall be accomplished by Change Order in accordance with Article 34, CHANGES. The Contractor shall promptly segregate and remove rejected material from the premises.

20.C If the Contractor does not promptly replace rejected material or correct rejected workmanship the District may:

20.C.1 By separate contract or otherwise, replace the rejected material or correct the rejected work and charge the cost thereof to the Contractor; and/or

20.C.2 Terminate the Contractor's right to proceed in whole or in part in accordance with Article 44, Termination for Default - Delay.

20.D The Contractor shall furnish promptly, without additional charge, facilities, labor, and material needed for performing safe and convenient inspection and tests required by the District. Inspection and tests by the District will be performed so as to not unnecessarily delay the Work. Performance tests shall be accomplished as described in the Contract. The District reserves the right to charge to the Contractor additional cost of inspection or test when Work is not ready at the time specified by the Contractor for inspection or test, or when reinspection or retest is necessitated by prior rejection.

- 20.E At any time before acceptance of the entire Work, the District may make an examination of Work already completed, by ordering the Contractor to remove or tear out the Work or portion thereof. If the Work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or its subcontractors, the Contractor shall pay the expenses of the examination and of satisfactory reconstruction. If, however, the Work is found to meet the requirements of the Contract, an equitable adjustment will be made in the Contract Price to compensate the Contractor for the additional services involved in the examination and reconstruction and, if completion of the Work has been unreasonably delayed and the delay affects the completion of the Work on time, the Contractor will be granted a suitable extension of time. The equitable adjustment or extension of time will be done by Change Order.
- 20.F So that the District will have access to the Work for inspection during periods of construction, when Work is to be performed during hours outside of its normal schedule, the Contractor shall advise the District no less than 24 hours in advance of performance of the Work.
- 20.G The District's inspection and approval of Work shall not relieve the Contractor of its obligation to fulfill the requirements of the Contract. Work not meeting the requirements of the Contract is subject to rejection. Unsuitable Work may be rejected by the District, notwithstanding that the Work may have been previously inspected by the District or that payment for the Work has been included in a progress payment.
- 20.H The Contractor shall allow access to the Work to authorized representatives of Fed/OSHA, CAL/OSHA, Labor Unions, the United States Department of Transportation, Urban Mass Transportation Administration and California State Department of Transportation (Caltrans) for the purpose of inspecting work associated with their respective interests and to authorized representatives of the municipalities, counties, railroads, and utilities for the purpose of observing the Work associated with their respective interests.
- 20.I Plant Inspection - The District may inspect the production of material and the manufacture of products at the source of supply. Plant inspection will not be undertaken until the District is assured of the cooperation and assistance of both the Contractor and the material producer or manufacturer. The District shall have free entry to parts of the plant involved in the manufacture or production of the materials to be used or integrated into the Work. Adequate facilities shall be furnished to make the inspections at no additional cost to the District. The District, however, assumes no obligation to inspect materials at the source of supply. The responsibility of incorporating materials in the Work which meet the requirements of the Contract rests entirely

with the Contractor, notwithstanding prior inspections or tests by the District.

21. PROGRESS PAYMENT SCHEDULE - The Contractor shall submit to the District for approval not more than 45 days after award of Contract, a detailed schedule of values to be used as a basis for determining progress payments on the Contract for any designated lump sum bid item. This schedule shall provide for payments equal in total for each lump sum bid item and be in such form and in sufficient detail to satisfy the District that it reasonably apportions payment of the lump sum amount.

22. PAYMENT

22.A Contractor shall submit to the District a progress payment request, based on the estimated percentage of completion of each item of Work, as of a mutually agreed upon cut-off date each month. The District will make partial payment to the Contractor 30 days after receipt of and based on the progress payment request as approved by the District. The District shall retain ten percent of the value of the Work done and materials installed as part security for the fulfillment of the Contract by the Contractor, unless otherwise specified by applicable law; however, the total retention shall not exceed five percent of the Total Contract Price. Once five percent of the Total Contract Price has been retained, it shall continue to be retained until final acceptance.

22.B Funds retained by the District as security for Contractor's full and faithful performance of the Contract may be released to the Contractor upon the District's acceptance of a substituted security offered by the Contractor pursuant to and in accordance with the provisions of Government Code Section 4590.

22.C Whenever the Work is substantially complete, the District, at its sole discretion if it considers the amount retained to be in excess of the amount adequate for the protection of the District, may release to the Contractor all, or a portion of, such excess amount.

22.D Material and Work covered by progress payments made shall thereupon become the sole property of the District but this provision shall not be construed as relieving the Contractor from the sole responsibility for material and Work upon which payments have been made or the restoration of damaged Work, or as waiving the right of the District to require the fulfillment of any other terms of the Contract.

22.E Progress payments will be made as indicated in Article 22.A except that progress payments will not be made when the total value of work covered by the invoice is less than \$5,000.00, and will not be made for Work not meeting the requirements of the Contract.

22.F Invoices for progress payments shall be on forms supplied by the District. The invoice shall be supported as required by the Specifications and by this Article. The Contractor shall certify that the Work invoiced has been done and that the materials listed are stored where indicated.

22.G The District, at its discretion, may authorize payment for material not yet incorporated in the Work, whether or not delivered to the worksite if:

22.G.1 A list of material for which the Contractor will request payment under these provisions is provided to the District or its designee for approval during the first 90 days of the Contract; and

22.G.2 The material is delivered on the worksite, or delivered to the Contractor and promptly stored by it in a warehouse, storage yard, or similar suitable place within 25 miles of the worksite or at a reasonable distance in excess of 25 miles which has been approved by the District. Before payment is made for delivered material on the worksite, the Contractor shall furnish the District evidence of ownership and properly executed certified bills of sale to the District for the delivered material upon which payment is being made.

23. PAYMENT TO SUBCONTRACTORS - The Contractor shall pay subcontractors for and on account of Work performed by such subcontractors in accordance with the terms of their respective subcontracts.

24. CONTRACT PRICES - BID FORM

24.A Payment for the various Bid Items listed in the Bid Form shall constitute full compensation for the Work described in the Contract. Costs of Work shown or indicated in the Contract not separately stated as a Bid Item in the Bid Form, shall be included in the most appropriate Bid Item price. The Contractor will not be entitled to additional compensation for providing an activity or material necessary for the completion of the Work in accordance with the Contract even though the activity or material is not included in a specific Bid Item or indicated in Contract Documents, unless the activity or material is covered by a Change Order.

24.B Payments for the various Bid Items listed in the Bid Form will constitute full compensation for restoring loss and repairing damage arising from the nature of the Work, from the action of the elements, from any unforeseen difficulties which may be encountered during the prosecution of the Work or from risks of every description, except as otherwise provided in this Contract.

24.C Payments for the various Bid Items listed in the Bid Form will constitute full compensation for expenses incurred in



consequence of discontinuance of all or any portion of the Work except as otherwise provided in this Contract. In no event will compensation be made for anticipatory profits or consequential damages as a result of a discontinuance of all or any portion of the Work.

24.D In the case of any Bid Item for which a fixed amount is predetermined by District, such fixed amount shall be conclusive upon the Contractor and the amount so entered will constitute full compensation for the Work covered by the Bid Item.

## 25. AUDIT AND INSPECTION

25.A Cost or Pricing Data - If the Contractor has submitted cost or pricing data in connection with the pricing of any modification to the Contract, unless the pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, each agency listed in Subarticle 25.B shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to negotiating, pricing or performing the modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data.

25.B Availability - The Contractor shall make available to authorized representatives of the City of Los Angeles, the County of Los Angeles, Southern California Rapid Transit District, the California Department of Transportation, the U.S. Department of Transportation and the Comptroller General of the United States at its office at all reasonable times, to inspect, audit or reproduce, the materials described in Subarticle 25.A, until three years after the final payment or, if the Contract is terminated in whole or in part, until three years after final termination settlement. Records pertaining to appeals under Article 40, Disputes, or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of the appeals, litigation, or claims. Contractor shall insert a clause substantially similar to this clause in all subcontracts of any tier.

## 26. FINAL PAYMENT

26.A After the Work has been accepted by District, subject to the provisions of Article 19, Warranty and Article 31, Notice of Completion and Final Acceptance of these General Conditions, a final payment will be made as follows:

26.A.1 The Contractor shall prepare and submit a proposed final Application for Payment to the District showing the proposed total amount due the Contractor, segregated as to

Contract Item quantities, force account work, and other bases for payments; deductions made or to be made for prior payment; amounts retained; any claims the Contractor intends to file at that time or a statement that no claims will be filed; and any unsettled claims, stating amounts. Prior applications and payments may be corrected in the proposed final Application for Payment. Claims filed with the final Application for Payment must be otherwise timely.

26.A.2 The District will review the Contractor's proposed final Application for Payment and necessary changes or corrections will be forwarded to the Contractor. Within ten days thereafter, the Contractor shall submit a final Application for Payment incorporating changes or corrections made by the District together with additional claims resulting therefrom. Upon approval by the District, the corrected proposed final Application for Payment will become the approved final Application for Payment.

26.A.3 If the Contractor files no claims with the final Application for Payment and no claims remain unsettled within 35 days after Final Acceptance of the Work by the District, and agreements are reached on all questions regarding the final Application for Payment, District, at the expiration of the 35 day period, in exchange for an executed release, will pay the entire sum found due on the approved final Application for Payment.

26.A.4 Upon final determination of any and all claims, District in exchange for an executed release, will pay the entire sum found due on the approved final Application for Payment, including the amount, if any, allowed on claims.

26.A.5 The release from the Contractor will be from any claims arising from the Work under the Contract and will inure to the benefit of the District. If the Contractor's claim to amounts payable under the Contract has been assigned, a release may be required of the assignee.

26.A.6 If a final Application for Payment has not been approved within 60 days after Final Acceptance of the Work, District may elect to make payment of sums not in dispute without prejudice to the rights of either District or the Contractor in connection with any disputed items.

26.A.7 Except where inspection of records retained by Contractor pursuant to the terms of this Contract shows that final payment was incorrectly determined, final payment made in accordance with this Article will be conclusive and binding against both parties to the Contract on all questions relating to the amount of work done and the compensation paid therefor.

27. NOTICE TO PROCEED - The District will issue a Notice to Proceed (NTP) to the Contractor within 30 days after the

Contractor has executed the Contract and has delivered the specified bond and Certificates of Insurance. Except as specifically authorized in writing by District, the Contractor is not authorized to perform Work under the Contract until the effective date of the NTP. Within ten days after the effective date of such NTP, the Contractor shall commence Work and shall diligently prosecute the Work to completion within the time limits specified.

## 28. PROJECT SCHEDULE

28.A The Contractor shall submit a project schedule, as indicated in Section 01311, ((Bar Chart Schedule)) to the District for approval.

28.B If the Contractor fails to submit the schedule within the time prescribed, or the updated schedule at the required monthly intervals, the District may withhold approval of progress payments until such time as the Contractor submits the required schedules.

28.C If the Contractor falls behind the approved project schedule, the Contractor shall take appropriate and necessary steps to improve its progress. The District, in this instance, may withhold progress payments until scheduled progress is regained, or may require the Contractor to increase the number of shifts, initiate or increase overtime operations or increase days of work in the work week. The District may also require the Contractor to submit for approval supplemental project schedules detailing the specific changes to be instituted to meet the approved schedule. Steps taken by the District to require Contractor to meet its schedule shall not constitute a change and shall be at no additional cost to the District, except as otherwise provided in this Contract.

28.D Early Completion Schedules - This Subarticle applies to all schedules submitted by the Contractor, including but not limited to the original schedule or any updated schedules as described elsewhere in this Article.

28.D.1 The Contractor may submit for approval a schedule or updated schedule which reasonably plans completion of one or more contractual milestones earlier than required by the Contract. The District reserves the right to reject the early planned completion for any reason, including but not limited to District's convenience, and the Contractor shall have no claim for additional compensation based on any such rejection.

28.D.2 District approval of a Contractor's early completion schedule shall be subject to the terms and conditions as specified by the District. Such terms and conditions and the changes to the contractual milestones shall be imple-

mented by execution of Change Order(s) as provided for in the Contract.

28.E Failure of the Contractor to comply with these requirements shall be grounds for determination by the District that the Contractor is not prosecuting the Work with the diligence necessary to complete the Work within the time specified. Upon such determination, the District may terminate the Contractor's right to proceed with the Work, or any separate part thereof, in accordance with Article 44, Termination for Default - Delay.

29. LIQUIDATED DAMAGES

29.A Time is of the essence in the Contract. If the Work, and specified portions of the Work, are not completed within the number of calendar days set forth in the Special Conditions as may be revised by Change Order, damage will be sustained by the District, and it is and will be impracticable or extremely difficult to ascertain the actual damage which the District will sustain. Damage to the District in the case of failure by the Contractor to complete specified portions of Work within the time as required therefor by the terms of the Contract will include, but not be limited to, the following:

29.A.1 Increased costs of Contract administration;

29.A.2 Delays and cost increases to other Contractors, resulting in damages to the District; and

29.A.3 Loss of revenue.

29.B If there is a delay, the Contractor shall pay to the District the amount set forth in the Special Conditions as liquidated damages, in lieu of actual damages, and not as a penalty, for each day's delay or fraction thereof in completion of the Work and specified portions of the Work, in excess of the number of days specified. The District may deduct the sum of liquidated damages from monies due or which become due the Contractor, or, if such monies are insufficient, the Contractor shall pay to the District the deficiency. The remedies provided herein are not exclusive and are in addition to other rights and remedies provided by law or under the Contract.

30. CONSTRUCTION STAGING

30.A Work under this Contract shall be performed in accordance with requirements of the Contract and in accordance with a detailed plan of the Work in a logical sequence developed by the Contractor and approved by the District or its authorized representative. This plan shall be used in developing the Project Schedule required in Article 28.

30.B The Contractor shall schedule its operations to minimize interference with other contractors and with the District operations.

30.C Contractor shall comply with all scheduling requirements, contained in the Specifications and in any other provision of this Contract.

### 31. NOTICE OF COMPLETION AND FINAL ACCEPTANCE

31.A When Contractor determines that the Work is fully completed, including satisfactory completion of inspections, tests and documentation (including the receipt of all contract compliance reports) as specified in the Contract, Contractor shall, within ten working days thereafter, give a written Notice of Completion specifying the Work completed and the date it was completed. Within thirty calendar days after receipt of the Notice of Completion, District shall inspect the Work and shall either reject the Notice of Completion and specify defective or uncompleted portions of the Work, or shall issue and file with the County Recorder a Notice of Completion of the Work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.

31.B If the District rejects the Notice of Completion and specifies defective or uncompleted portions of the Work, or incomplete written documentation of contract compliance reporting requirements, Contractor shall promptly remedy the defective and uncompleted portions of the Work. Thereafter, Contractor shall again give District a written Notice of Completion of the Work, specifying a new date for the completion of the Work based upon the date the defective or uncompleted portions of the Work were corrected. The foregoing procedure shall apply again and successively thereafter until District has given Contractor written Final Acceptance for purposes of final payment, final acceptance, and the commencing of the warranty period.

31.C Any failure by District to inspect or to reject the Work or to reject Contractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the Work for any purpose by District nor imply acceptance of, or agreement with, Contractor's Notice of Completion.

### 32. EXTENSION OF TIME

32.A The Contractor will be granted an extension of time by Change Order and will not be assessed liquidated damages for any portion of a delay in completion of the Work beyond the time specified in the Contract arising from failure of the District to furnish access to the work site as specified, acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes and labor disputes (provided, however, this provision does not

supersede Article 76, Continuation of Work Agreement), freight embargoes, or weather substantially more severe than the norm, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays arising from such causes, and has notified the District in writing of the cause or causes of delay within five days from the beginning of any such delay. Within 30 days after the end of the delay, the Contractor shall furnish the District with detailed information concerning the causes and circumstances of the delay, the number of days actually delayed, the appropriate Contract references, and the measures taken to prevent or minimize the delay. Failure to submit all such information within the 30 day period will be sufficient cause for denying the delay claims. The District will ascertain the facts and the extent of the delay and its findings thereon will be final and conclusive subject to provisions of Article 40, Disputes. Neither a delay nor an extension of time granted pursuant to this Article 32. shall be the basis of a claim for additional compensation or damages and no damages or costs of any kind or nature will be paid for any delay or extension of time. Time extensions must be approved by the District prior to the interim or final completion date being extended.

32.A.1 Weather substantially more severe than the norm shall apply only as it affects particular portions of the Work and operations of the Contractor, as determined by the District. The basis used to define normal weather will be data showing high and low temperatures, rainfall, and the number of days of severe weather in the Los Angeles area for the previous 20 years, as compiled by the United States Department of Commerce National Weather Service. The effects of weather less severe than the norm shall be taken into account in granting time extensions due to weather more severe than normal.

32.A.2 An extension of time will not be granted for a delay caused by a shortage of materials, except District-furnished materials, unless the Contractor furnishes to the District documentary proof that it has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The Contractor shall also submit proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the Work which could not be avoided by revising its schedule. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the District that the material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities

involved and the usual practices in obtaining such quantities.

32.B In addition to the delays in the Work specified in this Article, delays in the Work directly caused by an act or omission of the City, a public utility or an owner of adjoining property or facility will be considered an excusable delay. An owner of adjoining property or facility is a person, firm, corporation, partnership, or other organization who either owns or occupies, or both, facilities or parcels or both, within or immediately adjacent to the Work site. In the case of an excusable delay, the Contractor will be granted an extension of time equal to the excusable delay, but in no event will an adjustment be made to the Contract price on account of the delay. Extension of time for those delays will be determined in accordance with this Article, provided that:

32.B.1 The Contractor has notified the District in writing, of the delay within five days after the beginning of the delay; and

32.B.2 The Contractor establishes, to the satisfaction of the District that:

32.B.2.a The delay was caused directly by an act or omission by the City, public utility or owner of the adjoining facility or property; and

32.B.2.b The Contractor has taken reasonable precautions and has made substantial effort to minimize the delay; or

32.B.2.c The act of the adjoining facility or property owner was not caused or precipitated by an unreasonable, negligent or intentional act of the Contractor which would give rise to liability of the Contractor to the adjoining facility or property owner.

32.C No damage for delay

32.C.1 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay from any cause in the progress of the Work, whether such hindrances or delays be avoidable or unavoidable, provided that such hindrances or delays are not unreasonable under the circumstances nor within the contemplation of the parties at the time of execution of the Contract.

33. SUSPENSION OF WORK

33.A The District may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for a period of time as it may determine to be appropriate for the convenience of the District.

- 33.B If the performance of all or any part of the Work is suspended, delayed or interrupted for a period of time which has a substantial effect on the schedule, or on the costs, of the Contractor, and the suspension was for the convenience of the District, or arising out of the District's failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any change in schedule and any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the suspension, delay, or interruption and the Contract modified accordingly by Change Order.
- 33.C No adjustment shall be made under this Article for any suspension, delay, or interruption to the extent:
- 33.C.1 That performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or
- 33.C.2 For which an equitable adjustment is provided for or excluded under any other provision of this Contract.
- 33.D No claim under this Article shall be allowed:
- 33.D.1 For any costs incurred more than 20 days before the Contractor shall have notified the District in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order); or
- 33.D.2 Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the Contract.
- 33.E Only the actual delay and additional costs incurred necessarily resulting from the suspension of Work pursuant to this Article shall be a ground for extension of time or payment of additional costs. If delay or additional cost arises out of two or more causes the Contractor shall not be entitled to separate extensions or cost reimbursements for each one of the causes.
- 33.F If the Contractor is actually and necessarily delayed in the completion of the Work arising out of a suspension of the Work pursuant to this Article, the extension of time to be granted to the Contractor shall be only for the portion of the Work so delayed. The Contractor shall not be entitled by reason of the delay to an extension of time for the completion of the remainder of the Work. If the Contractor is delayed as to a portion of the Work, it shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the Work.



33.G The determination of the District, as provided in this Article, shall be binding and conclusive upon the Contractor, subject to the terms of Article 40, Disputes.

33.H Permitting the Contractor to finish the Work or any part thereof after the time fixed for completion or after the date to which the time for completion may have been extended or the making of payments to the Contractor after any such periods shall not operate as a waiver by the District of any rights or remedies under this Contract.

33.I The Contractor shall insert in each subcontract a provision that the subcontractor shall comply immediately with a written order of the District to the Contractor to suspend the Work, and that they shall further insert the same provision in each subcontract of any tier.

#### 34. CHANGES

34.A Directed Changes - The District may at any time, without notice to the sureties, if any, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

34.A.1 In the Specifications (including Technical Provisions, drawings, and designs);

34.A.2 In the method or manner of performance of the Work;

34.A.3 In the District-furnished facilities, equipment, materials, services, or site;

34.A.4 Directing acceleration in the performance of the Work; or

34.A.5 Resulting from approved cost reduction incentive proposals submitted by the Contractor.

34.B Any other written or oral order (which shall include direction, instruction, interpretation, or determination) from the District, which causes a change, shall be treated as a Directed Change under this Article, provided that the Contractor gives the District written notice stating the date, circumstances, and source of the order and stating that the Contractor regards the order as a Directed Change, subject to District concurrence.

34.C Except as herein provided, no order, statement, or conduct of the District shall be treated as a Directed Change under this Article or entitle the Contractor to an equitable adjustment hereunder.

34.D If any Directed Change under this Article causes an increase or decrease in the Contractor's cost of or the time required

for the performance of any part of the Work under the Contract, whether or not changed by any such order, an equitable adjustment shall be made and the Contract modified in writing accordingly. Upon receipt of any Directed Change under this Article, the Contractor shall proceed with the Work as directed.

34.D.1 Except for claims based on defective Specifications, no claim for any change under Subarticle 34.B shall be allowed for any costs or delays incurred more than 20 days before the Contractor gives written notice as therein required, provided that, in the case of defective Specifications for which the District is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.

34.D.2 If the Contractor intends to assert a claim for an equitable adjustment under this Article, it shall, within 30 days after receipt of a written Change Order under Subarticle 34.A or the furnishing of a written notice under Subarticle 34.B, submit to the District a written statement setting forth detailed cost and schedule adjustments, unless this period is extended by the District. The statement of claim hereunder may be included in the notice under Subarticle 34.B.

34.E Proposed Changes - In addition to Directed Changes as specified under Subarticles 34.A through 34.D, changes within the general scope of the Contract may be proposed by the District, by the issuance of a Change Notice. The Contractor may also propose changes. In either case, the Contractor shall prepare and submit a detailed proposal of cost and schedule adjustments to the District, within 30 days.

34.E.1 If the Contractor's proposal is accepted in whole or in part, such acceptance shall be implemented by the issuance of a Change Order.

34.F If the Contractor claims an equitable adjustment for a Directed Change or a Proposed Change, the District and the Contractor shall negotiate estimated costs and percentage markups, as full compensation for overhead and profit, to be added to the estimated costs for labor, materials and equipment for work to be performed by Contractor's own forces, in percentages not to exceed 20 percent of labor, 15 percent of material and 15 percent of equipment. For subcontracted work, percentage markups, not to exceed the percentages as indicated above for Contractor shall be negotiated and may be added by the subcontractor for overhead and profit for labor, materials and equipment to be provided by the subcontractor; the Contractor may negotiate with the District for an additional markup not to exceed 5 percent which shall be calculated on the amount prior to subcontractor's labor, material and equipment markups.

34.F.1 The terms "labor", "equipment" and "Materials" as used herein are the same as defined for payment in Article 41, Force Account, unless otherwise approved by the District, all equipment used pursuant to this article shall be at rates no greater than those of the Cost Reference Guide for Construction Equipment.

34.G Any claim for an equitable adjustment in compensation under this Article shall be in sufficient detail to permit a cost or price analysis of all material, labor, equipment, and subcontract costs and shall cover all Work involved, whether such Work was deleted, added, or changed. The District shall be the sole judge of the adequacy of the pricing data. Any amounts requested for subcontractors shall be supported by a similar price breakdown.

34.G.1 For any change to the Contract involving aggregate increases or decreases in costs, including applicable profits, of more than \$100,000, except any change for which the price is based on adequate price competition, based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or set by law or regulation, the Contractor shall submit a Certificate of Current Cost or Pricing Data. In this certificate, the Contractor shall certify that, to the best of its knowledge, the cost or pricing data furnished or identified in the Contractor's request for adjustment are accurate, current, and complete, as of the date the Contract is amended for said adjustment.

34.G.2 In addition, any claim for equitable adjustment in time of performance shall be accompanied by a revised progress schedule, with justification therefor.

34.H No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

### 35. COST REDUCTION INCENTIVE

35.A The Contractor may submit to the District, in writing, proposals for modifying the plans, specifications or other requirements of the Contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, quality, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

35.B Cost reduction proposals shall contain the following information:

35.B.1 A description of both the existing Contract requirements for performing the Work and the proposed changes.

35.B.2 An itemization of the Contract requirements that must be changed if the proposal is adopted.

35.B.3 A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change. These estimates of cost shall be determined in the same manner as if the Work were to be paid for as a Change pursuant to the provisions of this Article.

35.B.4 A statement of the time within which the District must make a decision thereon.

35.B.5 The Contract items of Work affected by the proposed changes, including any quantity variation attributable thereto.

35.C The provisions of this Subarticle shall not be construed to require the District to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design of an element will not be considered as an acceptable cost reduction proposal; the District will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this Subarticle nor for any delays to the Work attributable to any such proposal. If a cost reduction proposal is similar to a change in the plans or specifications under consideration by the District for the project at the time said proposal is submitted or if such a proposal is based upon or similar to the Contract Documents or a Change Order adopted by the District after the advertisement for the Contract, the District will not accept such proposal and the District reserves the right to make such changes without compensation to the Contractor under the conditions of this Article.

35.D The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until an executed Change Order, incorporating the cost reduction proposal, has been issued. If an executed Change Order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

35.E The District shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract bid prices if, in the judgment of the District, such prices do not represent a fair measure of the value of Work to be performed or to be deleted.

35.F The District reserves the right, where it deems such action appropriate, to require the Contractor to share in the

District's costs of investigating a cost reduction proposal submitted by the Contractor, as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate its acceptance thereof in writing, and such acceptance shall constitute full authority for the District to deduct amount payable to the District from any monies due or that may become due to the Contractor under the Contract.

- 35.G If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance shall be by a Change Order, which shall specifically state that it is executed pursuant to this Subarticle. Such Change Order shall incorporate the changes in the Contract Documents which are necessary to permit the cost reduction proposal, or such part of it as has been accepted, to be put into effect and shall include any conditions upon which the District's approval thereof is based, if the approval of the District is conditional. The Change Order shall also set forth the estimated net savings in costs attributable to the cost reduction proposal effectuated by the Change Order and shall further provide that the Contractor be paid 50 percent of said estimated net savings amount. The Contractor's cost of preparing the cost reduction incentive proposal and the District's costs of investigating a cost reduction incentive proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in costs.
- 35.H Acceptance of the cost reduction proposal and performance of the Work thereunder shall not extend the time of completion of the Contract, unless specifically provided for in the Change Order authorizing the use of the cost reduction proposal.
- 35.I The amount specified to be paid to the Contractor in the Change Order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the Work thereof pursuant to the said Change Order.
- 35.J The District expressly reserves the right to adopt a cost reduction proposal for general use on the contracts administered by the District when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor which first submitted such proposal will be eligible for compensation pursuant to this Article, and, in that case, only as to those contracts awarded to it prior to submission of the accepted cost reduction proposal and as to which such cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Subarticle, if the identical or similar previously submitted

proposals were not adopted for general application to other contracts administered by the District. Subject to the conditions contained herein, the District or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

36. DIFFERING SITE CONDITIONS

36.A The Contractor shall promptly, and before such conditions are disturbed, notify the District in writing of: subsurface or latent physical conditions at the site differing materially from those indicated in the Contract; or unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District will promptly investigate the conditions, and, if such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for performance of any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment will be made and the Contract modified by Change Order.

36.B No claim of the Contractor under this Article will be allowed unless the Contractor has given the notice required in this Article and Subarticle 39.A, Notice of Claim.

36.C No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

36.D If District is not given written notice prior to the conditions being disturbed, the Contractor shall be deemed to have waived its right to assert a claim for additional time and compensation arising out of such changed conditions.

37. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

37.A Contractor

37.A.1 This Subarticle applies to any modification to the Contract involving aggregate increases and/or decreases in costs, plus applicable profits of more than \$100,000 except any modification for which the price is:

37.A.1.a Based on adequate price competition;

37.A.1.b Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

37.A.1.c Set by law or regulation.

37.A.2 If any price, including profit, negotiated in connection with any modification under this Article, was increased by any significant amount because:

37.A.2.a The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,

37.A.2.b A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or

37.A.2.c Any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly, and the Contract shall be modified to reflect the reduction. This right to a price reduction shall be limited to that resulting from defects in data relating to modifications for which this clause becomes operative under Subarticle 37.A.1.

37.A.3 Any reduction in the Contract Amount under Subarticle 37.A.2 due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which the actual subcontract cost estimate submitted to the Contractor was in error, provided that the actual subcontract price was not itself affected by defective cost or pricing data.

### 37.B Subcontractor

37.B.1 The requirements of Subarticles 37.B.2 and 37.B.3 shall become operative only for any modification to the Contract involving aggregate increases or decreases in costs, including applicable profits, expected to exceed \$100,000 and shall be limited to such modifications.

37.B.2 Before awarding any subcontract expected to exceed \$100,000 when entered into or pricing any subcontract modification involving aggregate increases or decreases in costs, including applicable profits, expected to exceed \$100,000, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is:

37.B.2.a Based on adequate competition;

37.B.2.b Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

37.B.2.c Set by law or regulation.

37.B.3 The Contractor shall require the subcontractor to certify in substantially the form prescribed in Subsection 15.804-4 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under Subarticle 37.B.2 above were accurate, complete and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

37.B.4 The Contractor shall insert the substance of this Subarticle 37.B into each subcontract that exceeds \$100,000 when entered into.

37.C Contract cost shall be reviewed in accordance with UMTA guidelines and Federal Acquisition Regulation, Part 31. Final authority for determination of allowability shall rest with the District.

### 38. INCREASED OR DECREASED QUANTITIES

38.A This Article only applies to unit prices contained in this Contract as shown on the Bid Form and controls payments or credits for variations between estimated quantities and actual quantities required to complete the Work. Increases or decreases will be determined by comparing the actual quantity required to the GC's Estimated Quantities in the Bid Form.

38.B Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than 25 percent above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract unit price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in cost due only to the variation above 125 percent or below 75 percent of the estimated quantity.

38.C No compensation will be made in any case for loss of anticipatory profits or consequential damages.

38.D This Article will apply to the District-initiated additions to or deletions from the Work: even though the additions or deletions may be distinct, or separate structures, or activities; and regardless of the fact that the addition or deletion is a result of field adjustments, site conditions, a design change, or any other cause.

### 39. CLAIMS

#### 39.A Notice of Claim

39.A.1 The Contractor shall not be entitled to additional compensation otherwise payable for any act or failure to act by District, the occurrence of any event or any other cause, unless it shall have given the District a written notice of



claim within five working days after the occurrence of the act or event.

39.A.2 The notice of claim shall set forth the reasons the Contractor believes additional compensation is or will be due, the nature of the costs involved, and, insofar as possible, the amount of the claim. If based on an act or failure to act by the District, the written notice shall be given to the District prior to the time that the Contractor has started performance of Work giving rise to the claim for additional compensation.

### 39.B Submittal of Claims

39.B.1 Claims shall be filed by the Contractor within 30 days after the occurrence of the event and shall be in sufficient detail to enable the Contracting Officer to ascertain the basis and amount of the claims. The Contractor shall furnish, when requested by the Contracting Officer, further information and details required to determine the facts or contentions involved in the claims. Failure to submit the information and details will be sufficient cause for denying the Contractor's claims.

39.B.2 Each claim the Contractor makes for equitable adjustment on account of delay for any cause shall be accompanied by a revised progress schedule, in such detail as is required by the Contracting Officer, reflecting the effects of the delay and proposals to minimize the effects. If no analysis of the progress schedule has been previously submitted to the Contracting Officer reflecting conditions prior to and after the delay for which relief is sought, then such an analysis reflecting those conditions shall be prepared and submitted with the claim. Failure to submit the analysis will be sufficient cause for denying the Contractor's claim.

39.B.3 Contractor shall comply with all applicable additional submittal requirements and conditions which are required elsewhere in the Contract.

39.B.4 In no event shall claims be made after final payment under the Contract.

39.B.5 Contractor shall continue to perform the Work during the pendency of the claim.

39.B.6 No claim for which a notice of claim is required shall be considered, unless the Contractor has complied with the notice requirement or the Contractor submits with its claim a showing that the Contracting Officer has not been prejudiced by the Contractor's failure to so comply. In the event the Contracting Officer has been prejudiced by the Contractor's failure to submit a timely notice of claim, the Contracting Officer may reduce any equitable adjustment

claimed by the Contractor to the extent of the damage. A claim not filed within the 30-day time limit will not be considered, unless the Contractor obtained an extension of time in writing from the Contracting Officer to file a late claim.

39.B.7 Adjustment in the Contract Amount or Schedule arising out of a claim shall be effective only if expressly agreed to by the Contracting Officer by the issuance of a Change Order.

#### 40. DISPUTES

40.A If a dispute arises, every effort shall be made to resolve the dispute through negotiation. However, in the absence of settlement, the District may, upon its own initiative or promptly upon the written request of the Contractor, make a determination thereof, and such determination shall immediately be complied with by the Contractor, pending resolution pursuant to the provisions of Subarticle 40.B.

40.B Each determination made by the District pursuant to Subarticle 40.A shall be set forth in a written notice thereof to the Contractor and, within 30 days after the receipt of such notice, the Contractor shall respond to the District, in writing, either accepting the determination or stating in general terms the Contractor's factual or legal objections to the determination. If the response is an objection to the determination, the District shall respond, in writing, to the response within 30 days after District receipt thereof. Contractor's failure to respond to the District's determination within the 30-day period shall be deemed an acceptance thereof. No further responses by either party shall be required. Thereafter, either party may seek a judicial determination of a dispute, except when the Contractor accepts the District's determination or fails to respond to the District's determination within the 30-day time limit. Neither the District's determination, nor either party's response, nor the continued performance of the Contract shall constitute an admission as to any factual or legal position in connection with the dispute or a waiver of rights under the Contract or at law.

40.C Disputes subject to this Article shall be governed by California law. However, to ensure that the Contract is performed in all respects in compliance with the provisions of all capital grants between the District and the United States Government relating to this Contract, and with the laws and regulations governing such grants and the relationship between the District and the United States Government in all other respects, questions arising in connection therewith shall be governed by the applicable Federal law.

41. FORCE ACCOUNT

41.A This Article shall become operative at the option of the District and upon failure of the Contractor and District to arrive at an amount of compensation under Article 34, Changes. If no equitable adjustment is determined either by mutual agreement or pursuant to Article 40, Disputes, the compensation paid hereunder will be the total compensation.

41.B Work Performed by or for Contractor - The Contractor will be paid for labor, materials, and equipment as hereinafter provided, except where agreement has been reached to pay in accordance with Subarticle 41.C. The following maximum percentages, as full compensation for profit, overhead and small tools, will be added to the totals computed as provided in Subarticles 41.B.1, 41.B.2 and 41.B.3:

Labor	Not to exceed	20 percent
Materials	Not to exceed	15 percent
Equipment	Not to exceed	15 percent

Labor, materials and equipment shall be furnished by the Contractor or by a subcontractor. When work paid on a force account basis is performed by a subcontractor, the subcontractor may add the percentages indicated for the Contractor for overhead and profit and the Contractor may add an additional five percent markup which shall be calculated on the amount prior to subcontractor's labor, equipment and materials markups. The cost of subcontracted work will be the actual cost to the Contractor for work performed by a subcontractor as computed in accordance with this Subarticle 41.B and its Subarticles 41.B.1, 41.B.2 and 41.B.3.

41.B.1 Labor - The cost of labor used in performing the Work, whether the employer is the Contractor or a subcontractor, will be the sum as determined on the basis of the following four Subarticles:

41.B.1.a The gross actual wages paid including income tax withholdings but not including employer payments to or on behalf of workmen for health and welfare, pension, vacation, insurance, and similar purposes.

41.B.1.b To the gross actual wages, as defined in the previous Subarticle, 41.B.1.a, will be added a percentage based upon current State and Federal Laws and applicable labor contracts concerning payments made to or on behalf of workmen other than actual wages, which percentage will constitute full compensation for all payments imposed by State and Federal Laws and for all other payments made to or on behalf of the workmen, other than actual wages as defined in the previous Subarticle 41.B.1.a and the subsistence and travel allowance as specified in the following Subarticle 41.B.1.c. The Contractor shall compute a separate percentage for each craft, or a composite

percentage for all crafts if so approved by District. Computed percentages shall be submitted to the District or its designee for approval.

41.B.1.c Subsistence and travel allowance paid to workmen as required by established agreements.

41.B.1.d The charges for labor shall include all classifications up to but not including general foremen, engaged in the actual and direct performance of the Work. Labor charges shall not include charges for assistant superintendents, office personnel, timekeepers, and maintenance mechanics, unless authorized by the District in advance of the start of work.

41.B.2 Materials - The cost of materials required for the accomplishment of the work will be the delivered cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:

41.B.2.a If a cash or trade discount by the actual supplier is offered or available to the Contractor or subcontractor, it shall be credited to District notwithstanding the fact that such discount may not have been taken.

41.B.2.b If materials are procured by the Contractor or subcontractor by a method which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials will be deemed to be the price paid to the actual supplier, as determined by the District. No additional markup for supplier work will be allowed except to the extent of actual cost to the Contractor in handling the material, not to exceed five percent of the price paid to actual supplier.

41.B.2.c If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the price paid for similar materials furnished from said source on Contract Items or the current wholesale price for such materials delivered to the Work site, whichever price is lower.

41.B.2.d If the cost of the materials is, in the opinion of the District, excessive, then the cost of such materials will be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned, delivered to the Work site, less discounts as provided in Subarticle 41.B.2.a.

41.B.2.e If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost will be determined in accordance with Subarticle 41.B.2.d.

41.B.2.f The Contractor shall have no claims for costs and profit on District-furnished materials.

41.B.3 Equipment - The Contractor will be paid for the use of equipment at the suggested rates listed for such equipment in the current issue of the Cost Reference Guide For Construction Equipment as published by Dataquest, 1290 Ridder Park Drive, San Jose, California 95131, (403) 437-8001. "Current Issue" is defined here as that issue of the publication in force at the time of equipment usage. For the purpose of determination of the hourly rates to be applied under this Contract, working conditions shall be considered to be average unless otherwise determined by the District. Rates to be used for specialized equipment not included in the Guide will be determined by the District. As a basis, the rates will be computed using first, the Cost Reference Guide For Construction Equipment, and where appropriate, the U.S. Army, Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8, Vol. 7). Where applicable, rates in the Cost Reference Guide (Schedule) may be used for unlisted equipment of comparable horsepower and auxiliary features. If approved by the District, the Contractor may use third party rental equipment. The Contractor shall furnish the necessary cost data and paid invoices to the District for use in verification of such rental costs. Rates for equipment rented under lease-purchase or sale-leaseback arrangements, or rented from an organization under control by the Contractor, or under common control with the Contractor, shall be determined in accordance with the Cost Reference Guide.

41.B.3.a The rates paid as above provided will include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance, depreciation, storage, insurance, and incidentals.

41.B.3.b Equipment operators will be paid for as stipulated in Subarticle 41.B.1.

41.B.3.c Equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.

41.B.3.d Unless otherwise specified, manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer of that equipment.

41.B.3.e Individual pieces of equipment or tools having a net individual value of \$1,000 or less, whether or not consumed by use, will be considered to be small tools, and no payment will be made therefor.

41.B.3.f Compensation will not be allowed while equipment is inoperative due to breakdown. Except as specified in Subarticle 41.B.3.g, time will be computed in half and full hours. In computing the time for use of equipment, less than 30 minutes shall be considered one-half hour.

41.B.3.g Equipment at the Work Site - The time to be paid for use of equipment on the Work site will be the time the equipment is in operation on the force account work being performed. The time will include the time required to move the equipment to location of the force account work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid if the equipment is used at the site of the force account work on other than such force account work. Loading and transporting costs will be allowed in lieu of moving time, when the equipment is moved by means other than its own power. No payment for loading and transporting will be made if the equipment is used at the site of the force account work on other than such force account work.

41.C Special Items of Work - If District and the Contractor, by agreement, determine that (a) an item of force account work does not represent a significant portion of the total Contract price, and (b) such item of work cannot be performed by the forces of the Contractor or the forces of any of its subcontractors, and (c) it is not in accordance with the established practice of the industry involved to keep the records which the procedure outlined in Subarticle 41.B would require, charges for such special force account work items may be made on the basis of invoices for such work without complete itemization of labor, materials, and equipment rental costs. To such invoiced price, less a credit to District for any cash or trade discount offered or available, will be added five percent of the discounted price, in lieu of the percentages provided in Subarticle 41.B. In no event will the price paid exceed the current fair market value of such work plus five percent.

41.D Records - The Contractor shall maintain its records to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

41.D.1 The contractor shall prepare and furnish to the District, on District furnished force account forms, on the following workday, report sheets in duplicate of each day's work paid for on a force account basis. The daily report sheets shall itemize the materials used and shall cover the direct cost of labor and the charges for equipment, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Subarticle 41.C. The daily

report sheets shall provide names or identifications and classifications of workmen and the hourly rate of pay and hours worked. In addition, a report of the size, type, and identification number of equipment and hours operated shall be furnished to the District or its designee. Daily report sheets shall be signed by the Contractor or its authorized agent and the District or its designee.

41.D.2 Material charges shall be substantiated by valid copies of vendor's invoices or conformed copies, certified true by the Contractor. Such invoices shall be submitted with the daily report sheets. Should the vendor's invoices not be submitted within 20 days after the date of delivery of the material or 15 days after acceptance of the work, whichever comes first, District may establish the cost of such materials at the lowest current wholesale prices at which such materials are available in the quantities concerned delivered to the Work site, less any discounts provided in Subarticle 41.B.2.a.

41.D.3 The Contractor's original cost records pertaining to work paid for on a force account basis shall be retained and shall be open to inspection and audit.

41.E If the Contractor or any of its subcontractors, in performing Force Account work, is not making efficient use of labor, material or equipment or is proceeding in a manner which makes Force Account work unnecessarily more expensive to District, the District may, in whole or part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways:

41.E.1 The timing of the work,

41.E.2 The use of unnecessary labor or equipment,

41.E.3 The use of a higher percentage of apprentices than in non-force account work,

41.E.4 Failure to procure materials at lowest price, or

41.E.5 Using materials of quality higher than necessary.

#### 42. CALIFORNIA STOP NOTICE

42.A California Preliminary Notices, in accordance with Section 3098 of the California Civil Code, shall be filed with the Assistant General Manager, Transit Systems Development Department, Southern California Rapid Transit District, 6th Floor, 425 South Main Street, Los Angeles, California 90013.

42.B Stop Notices in accordance with Section 3103 of the California Civil Code shall be filed with the Office of the Secretary of the Southern California Rapid Transit District.

42.C If a Stop Notice is filed against the project in accordance with Section 3103 of the California Civil code, the District may retain from payments otherwise due the Contractor, in addition to any other amounts property withheld under the provisions of this Contract, an amount equal to the amount or amounts claimed in the stop notice. The District may, in the alternative, where applicable, accept a surety bond filed in accordance with Section 3196 of the California Civil Code.

43. TERMINATION FOR CONVENIENCE

43.A The performance of Work under the Contract may be terminated by the District in accordance with this Article, in whole or, from time to time, in part, whenever such termination is in the best interest of the District. Such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination is effective.

43.B After receipt of a Notice of Termination, except as otherwise directed by the District, the Contractor shall:

43.B.1 Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;

43.B.2 Place no further orders or subcontracts for materials, equipment, services, or facilities, except that which are necessary to complete the portion of the Work under the Contract which is not terminated;

43.B.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

43.B.4 Assign to the District, in the manner, at the times, and to the extent directed by it, all of the right, title, and interest of the Contractor in the orders and subcontracts affected by the termination. The District may, in its discretion, settle or pay any or all claims arising out of the termination of such orders and subcontracts;

43.B.5 Settle outstanding liabilities and claims arising out of the termination of orders and subcontracts with the approval or ratification of the District, to the extent it requires, which approval or ratification shall be final for the purposes of this Article;



43.B.6 Transfer title and deliver to the District, in the manner, at the times, and to the extent, if any, directed by it,

43.B.6.a The fabricated or unfabricated parts, Work in process, completed Work, supplies and other material procured as a part of or acquired in connection with the performance of the Work terminated by the Notice of Termination, and

43.B.6.b The completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the District.

43.B.7 Use best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the District, property of the types referred to in Subarticle 43.B.6; provided, however, that the Contractor

43.B.7.a Shall not be required to extend credit to any purchaser, and

43.B.7.b May acquire any such property under the conditions prescribed by and at a price or prices approved by the District.

43.B.8 The proceeds of any transfer or disposition of property of the types referred to in Subarticle 43.B.6 shall be applied in reduction of any payments to be made by the District to the Contractor under the Contract or shall otherwise be credited to the price or cost of the Work covered by the Contract or paid in such other manner as the District may direct;

43.B.9 Complete performance of each part of the Work which is not terminated by the Notice of Termination; and

43.B.10 Take action necessary or as the District directs to protect and preserve the property related to the Contract which is in the possession of the Contractor and in which it has or may acquire an interest.

43.C After receipt of a Notice of Termination, the Contractor shall submit to the District its termination claim, in the form and with certification prescribed by the District. Such claim shall be submitted promptly, but, in no event, later than one year after the effective date of termination, unless one or more extensions in writing are granted by the District upon request of the Contractor made in writing within such one-year period or authorized extension thereof. However, if the District determines that the facts justify such action, it may receive and act upon any such termination claim at any time after the one-year period or any

extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the District may determine, on the basis of information available, the amount, if any, due the Contractor by reason of the termination and may thereupon pay the Contractor the amount so determined.

43.D Subject to the provisions of Subarticle 43.C, the Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Article, which amount or amounts may include an allowance for profit on Work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Amount, as reduced by the amount of payments otherwise made and as further reduced by the Contract Amount of Work not terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount. Nothing in Subarticle 43.E, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the District to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this Article, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Subarticle.

43.E If the Contractor and the District fail to agree, as provided in Subarticle 43.D, upon the whole amount to be paid the Contractor by reason of the termination of Work pursuant to this Article, the District shall pay the Contractor the amounts determined by the District as follows, but without duplication of any amounts agreed upon in accordance with Subarticle 43.D:

43.E.1 With respect to Contract Work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

43.E.1.a The cost of such Work;

43.E.1.b The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Subarticle 43.B.5, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under the Contract, which amounts shall be included in the cost on account of which payment is made under Subarticle 43.E.1.a;

43.E.1.c A sum, as profit on the cost of such Work, determined by the District to be fair and reasonable; provided, however, that, if it appears that the Contractor would have sustained a loss on the entire Contract

had it been completed, no profit shall be included or allowed under this Subarticle, and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the loss.

43.E.2 The reasonable cost incurred to preserve and protect property pursuant to Subarticle 43.B.10 and any other reasonable cost incidental to termination of Work under the Contract, including expense incurred to determine the amount due to the Contractor as the result of the termination of Work under the Contract.

43.E.3 The total sum to be paid to the Contractor under Subarticle 43.E.1 will not exceed the Contract Amount, as reduced by the amount of payments otherwise made and as further reduced by the Contract Amount of Work terminated. Except for normal spoilage and except to the extent that the District has expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under Subarticle 43.E.1, the fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer pursuant to Subarticle 43.B.7.

43.F In arriving at the amount due the Contractor under this Article, there will be deducted:

43.F.1 The amount of any claim which the District has against the Contractor in connection with the Contract; and

43.F.2 The agreed price for or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold, pursuant to the conditions of this Article, and not otherwise recovered by or credited to the District.

43.G If the termination hereunder is partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the District a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and an equitable adjustment may be made in the price or prices.

43.H The District may, from time to time, under terms and conditions it prescribes, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of the Contract, whenever, in the opinion of the District, the aggregate of payments does not exceed the amount to which the Contractor is entitled. If the total of the payments is in excess of the amount finally agreed or determined to be due under this Article, the excess shall be paid by the Contractor to the District upon demand, together with interest at the rate of ten percent per annum for the period from the date the

excess payment is received by the Contractor to the date on which the excess payment is repaid to the District.

- 43.I The Contractor shall, from the effective date of termination and for a period of three years after final settlement under the Contract, preserve and make available to the District at all reasonable times, at the office of the Contractor, without direct charge to the District, all its books, records, documents, and other evidence related to the costs and expenses of the Contractor under the Contract and to the Work terminated hereunder. To the extent approved by the District, the Contractor may preserve the record in the form of photographs, micro-photographs, or other authentic reproductions thereof.
- 43.J Claims for elimination of items of Work by the District for which an equitable adjustment is not available under Article 38, Increased or Decreased Quantities, shall be considered pursuant to the terms of this Article. The elimination of items of Work shall not invalidate the Contract or any part of it.
- 43.K The Contractor shall insert in all subcontracts that the subcontractor shall stop Work on the date of and to the extent specified in a Notice of Termination from the District and shall require subcontractors of any tier to insert the same condition in any lower tier subcontracts.
- 43.L The Contractor shall communicate any Notice of Termination issued by the District to the affected subcontractors of any tier immediately upon its receipt.
- 43.M For the purposes of Subarticles 43.D and 43.E, when subcontracted Work or purchases which would have entitled the subcontractor (hereinafter designated "large subcontractor") to gross proceeds of \$100,000 or more or would have entitled the supplier (hereinafter designated "large supplier") to sales proceeds of \$100,000 or more are terminated pursuant to Subarticle 43.B.3, the Contractor shall not be entitled to reimbursement for that part of the termination settlement with a large subcontractor or large supplier which is an anticipatory or unearned profit on Work or orders terminated or partly terminated or which are consequential damages on account of the termination or partial termination. The terms "Subcontractor" and "Supplier" refer to subcontractors and suppliers at all tiers.
- 43.N Under no circumstances shall the Contractor be entitled to anticipatory or unearned profits or consequential damages as a result of a termination or partial termination under this Article.

44. TERMINATION FOR DEFAULT - DELAY

- 44.A If the Contractor refuses or fails to prosecute Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or refuses or fails to complete said Work within such time, the District may, by written notice to the Contractor, demand that Contractor remedy the default within five days, or, if the default cannot be remedied within five days, demand that Contractor commence the remedy within five days and proceed with diligence to complete the remedy on a schedule to be set by the District, or if no schedule is set by the District, within a reasonable time. If the Contractor fails to remedy, or commence the remedy or diligently proceed to complete the remedy, as provided herein, the District may Terminate for Default Contractor's right to proceed with the Work or the part of the Work which is in default. In that event the District may take over the Work and prosecute it to completion, by contract or otherwise, and may take possession of and utilize in completing the Work the materials, equipment and plant which are on the Work site. Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the District resulting from its refusal or failure to complete the Work in the specified time.
- 44.B If the District terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages from delay for the time required to finally complete the work together with any increased costs incurred by the District in completing the Work.
- 44.C The Contractor's right to proceed may not be terminated for default and the Contractor may not be charged with resulting damages if the delay qualifies for an extension of time in accordance with Article 32, Extension of Time.
- 44.D If, after Notice of Termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the Contractor was entitled to an extension of time under Article 32, Extension of Time, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Article 43, Termination for Convenience.
- 44.E The right to terminate for default and any other rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

45. TERMINATION FOR DEFAULT - OTHER

45.A In addition to the District's right to terminate for default under other provisions of this Contract, the District may terminate the Contractor's performance of Work in whole or in part for default for any of the following reasons:

45.A.1 The Contractor's or subcontractor's performance of work is in breach of any term of the Contract, including any Change Order or Amendment of any term of the Contract.

45.A.2 The Contractor or subcontractor has violated or has not followed an authorized order or requirement of the District which is valid under the terms of this Contract or any Change Order or Amendment thereof.

45.A.3 Abandonment of the Contract.

45.A.4 Assignment or subcontracting of the Contract or any work under the Contract without written approval of the District.

45.A.5 Bankruptcy or appointment of a receiver for the Contractor's property.

45.A.6 Performance by the Contractor in bad faith.

45.A.7 Termination provided for in any other provision of this Contract.

45.B If, after providing written Notice of Termination of Contractors right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Article 43, Termination for Convenience.

46. RIGHTS AND OBLIGATIONS IN TERMINATION FOR DEFAULT

46.A This Article shall apply to terminations for default.

46.B On receipt of a Notice of Termination from the District, the Contractor shall:

46.B.1 Stop all work under the Contract on the date of and to the extent specified in the Notice of Termination;

46.B.2 Place no further orders or subcontracts for materials, equipment, services or facilities except that which is necessary to complete the portion of the work under the Contract which is not terminated;

46.B.3 Terminate all orders or subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

46.B.4 Comply with all other requirements of the District specified in the Notice of Termination.

46.C Upon the District's termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, the District may complete the Work by whatever means and method it deems advisable. District may take possession of and use any or all the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the District. District will not be required to obtain the lowest prices for completing the Work but shall make such expenditures as, in its sole judgement, best complete the Work.

46.D The expense of completing the Work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the District, will be charged to the Contractor and the expense so charged will be deducted by the District out of monies due or at any time thereafter become due to the Contractor. In case the expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety shall promptly pay the amount of the excess to the District upon notice from the District of the excess so due. The District may, in its sole discretion, continue to withhold all retentions and may withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination of Contractor's right to proceed.

46.E The Contractor shall insert in all subcontracts that the subcontractor shall stop work on the date of or to the extent specified in a Notice of Termination from the District and shall require the subcontractors to insert the same provision in all lower tier subcontracts.

46.F The Contractor shall immediately upon receipt communicate any Notice of Termination issued by the District to the affected subcontractors and suppliers at any tier.

46.G Rights of Surety - The Surety on the Performance Bond provided for in this Contract shall not be entitled to take over the Contractor's performance of Work in case of termination under this Article, except with the written consent of the District.

#### 47. MATERIALS

47.A Unless otherwise specifically provided in this Contract, material shall be new and of the grade specified for the purpose intended. Reference to material or patented process by trade name, make, or catalog number, shall be regarded as

establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at its option, use any equipment, material, article, or process which is equal to that named in the specifications, subject to the requirements of Subarticle 47.C.

47.B The Contractor shall obtain the District's approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, the Contractor shall furnish to the District the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this Contract or by the District, the Contractor shall also obtain the District's approval of the material or articles which the Contractor contemplates incorporating into the Work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples to the District for approval, at the Contractor's expense, with all shipping charges prepaid. If Contractor installs or uses material that is not approved by District, it shall be at the risk of subsequent rejection by District.

47.C Approval of alternate Material: Within the scope of its authority, the District shall be the sole judge of the quality and suitability of any proposed alternative material. The burden of proving the quality and suitability of an alternative shall be upon the Contractor. Information required by the District in judging an alternative shall be supplied by the Contractor at the Contractor's expense.

47.C.1 Where use of an alternative involves redesign of or changes to other parts of the Work, the cost and the time required to accomplish the redesign or change will be considered in evaluating the suitability of the alternative. Redesign and changes to other parts of the Work shall be at the Contractor's expense unless they are approved pursuant to Article 35.

47.C.2 No action relating to the approval of an alternative will be taken by the District until the request for substitution is made in writing by the Contractor accompanied by complete data as to the quality and suitability of the alternative proposed. The request shall be made in ample time to permit approval without delaying the Work.

47.C.3 Where classification, rating, or other certification by a body such as, but not limited to, UL, NEMA, or AREA is a part of the specification for any material, proposals for use of an alternative shall be accompanied by reports from the listed body, or equivalent independent testing laboratory, indicating compliance with Contract Specifications. Testing required to prove equality of the alternative proposed shall be at the Contractor's expense.



47.C.4 Approval of an alternative will be only for the characteristics and use specifically stated in the approval, and shall not change or modify any Contract requirement, or establish approval for the alternative to be used on any other Work.

47.C.5 Contractor shall also comply with all additional provisions for approval of any alternative which appear in any other section of this Contract.

47.D Source of Supply and Quality of Materials - The Contractor shall furnish all materials required to complete the Work except those designated to be furnished by the District.

47.D.1 Notwithstanding prior inspection and approval by the District, only materials conforming to the requirements of the Contract shall be incorporated in the Work.

47.D.2 The materials shall be manufactured, handled, and incorporated so as to ensure completed work in accordance with the Contract.

47.E Defective Materials - Contractor furnished materials not conforming to the requirements of the Contract will be rejected, whether in place or not. Rejected material shall be removed immediately from the site of the Work unless otherwise permitted in writing by the District. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by the District. If the Contractor fails to comply promptly with a request by the District, made under the provisions of this Article, District may cause the removal and replacement of rejected material by separate contract or otherwise, and the cost thereof will be deducted from any monies due or to become due the Contractor.

47.F Handling of Material - Materials shall be transported, handled, and stored by the Contractor in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.

47.G District will have no responsibility to the Contractor concerning local sources of material other than the responsibility involved in the designations of suitability for intended use.

47.G.1 The Contractor shall make all necessary arrangements with sources. The Contractor shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except costs which District expressly agrees in writing to assume.

47.H District-Furnished Materials - District-furnished material shall be stored and transported to the place of use by the Contractor at its expense, including necessary loading and unloading. The Contractor's costs for storing, transporting, handling, protecting, and installing District-furnished material are included in the Contract price. The Contractor shall be responsible for materials furnished to it and shall pay for demurrage and storage charges incurred as a result of its failure to take delivery of District-furnished material on the assigned date. The Contractor shall be liable to District for the cost of replacing or repairing furnished material lost or damaged from any cause whatsoever after receipt by the Contractor. The costs will be deducted from any monies due or to become due the Contractor, except those amounts constituting claims payments made under insurance policies furnished by District.

47.I Disposal of Material Outside the Work Site - Unless otherwise specified in the Contract, the Contractor shall make its own arrangements for disposing of waste and excess materials outside the Work site and shall pay all costs therefor. Prior to disposing of material outside the Work site, the Contractor shall obtain written permission from the owner on whose property the disposal is to be made. The Contractor shall file the permit, or a certified copy thereof, with the District, together with a written release from the property owner absolving District from any and all liability in connection with the disposal of material on said property.

48. PROTECTION OF EQUIPMENT, MATERIALS AND WORK

48.A Contractor, in accordance with the manufacturers recommendations or industry standards and at no additional cost to District, shall:

48.A.1 Preserve and protect equipment used by Contractor in the execution of the Work from damage or loss due to Contractor's operations, weather, fire, theft, unexplained disappearance, or other similar casualty.

48.A.2 Preserve and protect materials delivered and Work performed until completion and Final Acceptance of the Work, except the Work which has been accepted under Subarticle 48.B.

48.A.3 Bear the risk of injury, loss or damage to any and all parts of the Work for whatever cause, whether arising from the execution or from the non-execution of Work, except as provided for in Subarticle 48.B. The Contractor shall replace, rebuild, repair, or restore Work and materials that have been damaged or destroyed from any causes before completion and final acceptance of the Work and shall bear the expense thereof. The Contractor shall provide security and

drainage and erect temporary structures as necessary to protect the Work and materials from damage.

48.A.4 Preserve and protect materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.

48.A.5 Preserve and protect District-furnished materials.

48.B Relief from Maintenance and Responsibility: District may, in writing, upon written request from the Contractor, relieve the Contractor of the duty of maintaining and protecting certain portions of the Work, as described in this Subarticle, which have been completed in all respects in accordance with the requirements of the Contract. In addition, such action by District will relieve the Contractor from responsibility for injury or damage to the portions of the Work covered by this provision arising out of use by District or the public from any cause, except from injury or damage resulting from the Contractor's own operations or negligence. This Subarticle does not relieve the Contractor of responsibility for repairing or replacing defective work, materials and equipment in accordance with the Contract requirements.

49. CARE, CUSTODY, CONTROL AND TITLE TO MATERIALS - Good and clear title to all materials furnished by Contractor under this Contract for the Work shall, except as otherwise provided elsewhere in this Contract, pass to District upon incorporation into the completed and accepted Work, unless District notifies Contractor in writing that care, custody, and control is assumed by District at an earlier date. Contractor shall ensure that vendors and suppliers from whom Contractor obtains materials and equipment do not retain, encumber, or reserve title to such items.

#### 50. CONTROL OF DISTRICT-FURNISHED MATERIALS

50.A Materials furnished by District shall be received by Contractor in the presence of District's authorized representative and quantities thereof shall be verified jointly by Contractor and District. The delivery and acceptance of all such materials shall be recorded in writing, and Contractor shall evidence receipt and acceptance of such materials by signing forms satisfactory to District.

50.B Contractor shall carefully note any visible damage to District-furnished materials prior to Contractor's acceptance of delivery. After Contractor has accepted delivery of such materials, Contractor shall have full responsibility for any loss of or damage to such materials. Contractor shall notify District of any materials supplied to Contractor by District which are surplus and, without additional

compensation, shall cooperate with District in the disposition of such surplus as directed by District.

50.C Contractor shall notify District of any lack of, or requirement for, materials to be supplied by District in sufficient time for District to furnish said materials in advance of Contractor's need. In the event of misfit of District-furnished materials, Contractor shall promptly notify District of such misfit. Contractor shall take all reasonable steps to avoid standby time due to such misfit or lack of District-furnished materials and to continue progress of other portions of Work pending correction of such misfit and/or the furnishing of materials.

51. CONTRACTOR'S CONSTRUCTION EQUIPMENT - Construction equipment obtained or furnished by Contractor, which is to be used on the job site, shall conform to CAL/OSHA requirements and be fit for uses for which it is intended. Equipment shall be subject to inspection and approval from time to time by the District. Any equipment of Contractor that is rejected by the District as not conforming with the foregoing shall be promptly removed by the Contractor and replaced with equipment acceptable to the District without additional cost to the District and without delaying the schedule for performance of the Work by Contractor.

#### 52. USE AND POSSESSION PRIOR TO COMPLETION

52.A The District may take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, the District shall furnish the Contractor a list of items of Work remaining to be performed or corrected, on those portions of the Work that the District intends to take possession of or use. However, failure of the District to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The possession or use shall not be deemed an acceptance of any Work under the Contract.

52.B While the District has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from the District's possession or use. If prior possession or use by the District delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made by Change Order to the Contract Amount or the time of completion of the Work.

53. EMERGENCIES - In an emergency affecting the safety of life, the Work, or adjacent property, the Contractor shall notify the District as early as possible that an emergency exists. In the meantime, without special instruction from the District as to the manner of dealing with the emergency, the Contractor shall act at its own discretion to prevent threatened loss or injury. As emergency work proceeds, the District may issue instructions that the Contractor shall follow.

54. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS

54.A The Contractor shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not substantially interfere with the construction Work and shall replace at its own expense in kind damaged vegetation, shrubs and grass.

54.B The Contractor shall protect from damage existing improvements at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of the Contract, applicable laws or regulations, or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the District may have the necessary work performed and charge the cost thereof to the Contractor.

54.C At points where the Contractor's operations are adjacent to utility facilities, damage to which might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners, work shall not commence until arrangements necessary for their protection have been made by the Contractor. The Contractor shall be solely and directly responsible to the owners and operator of the utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

54.C.1 Where public utilities or their appurtenances interfere with permanent construction, unless otherwise indicated on the Contract Drawings or in the Contract Documents, work involved in permanently relocating or otherwise altering such public utilities and their appurtenances will not be a part of this Contract but will be done by utility owners at no cost to Contractor. If Contractor wishes to have any utilities temporarily relocated, it shall make necessary arrangements with owners and reimburse them at its own expense for cost of the work. The Contractor shall keep the District or its designee advised of temporary relocation arrangements.

54.C.2 The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company that the work will affect and the person in such utility company to contact. It shall submit to the District or its designee said names, addresses, and telephone numbers.

54.D The Contractor shall comply with all applicable laws and regulations regarding precautions to be taken in the protection of existing vegetation, structures, utilities, and improvements.

55. PATENT INDEMNITY

55.A The Contractor shall warrant that the materials, equipment, or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If notified promptly in writing and given authority, information and assistance, the Contractor shall defend or may settle, at its expense, any suit or proceeding against the District, the GC, or the District's representatives so far as based on a claimed patent or copyright infringement which would result in a breach of this warranty, and the Contractor shall pay damages and costs awarded therein against the District, the GC, or the District's representatives due to such breach. The Contractor shall report to the District, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the Contract of which the Contractor has knowledge. In the event of any claim or suit against the District on account of any alleged patent or copyright infringement arising out of the performance of the Contract or out of the use of supplies furnished or Work or services performed hereunder, the Contractor shall furnish to the District, when requested by the District, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Contractor.

55.B The Contractor shall bear all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work. In such case as materials, equipment, devices, or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

55.B.1 Secure for the District the right to continue using said materials, equipment, devices, or processes, by suspension of the injunction or by procuring a license or licenses; or

55.B.2 Replace such materials, equipment, devices, or processes with noninfringing materials, equipment, devices, or processes; or

55.B.3 Modify such materials, equipment, devices, or processes, so that they become noninfringing, or remove the enjoined materials, equipment, devices, or processes and refund the sum paid therefor, without prejudice to any other rights of the District.

55.C The preceding Subarticle shall not apply to any materials, equipment, or devices specified by the District or manufactured to the design of the District or in accordance with the details contained in the Contract Documents; and, as to any such materials, equipment, or devices, the Contractor

shall assume no liability whatsoever for patent or copyright infringement, and the District shall hold the Contractor harmless against any infringement claims arising therefrom.

55.D Patent rights to patentable results arising out of the Work, as well as information, designs, specifications, knowhow, data, and findings shall be made available to other public agencies for public use, unless the District shall, in specific cases where it is legally permissible, determine that it is in the public interest that it not be so made available.

55.E The conditions of this Article shall be included in all subcontracts of any tier. The foregoing states the entire liability of the Contractor for patent or copy infringement by use of said materials, equipment, or devices.

#### 56. COOPERATION, ACCESS, AND COMMUNITY RELATIONS

56.A Other Contracts - The District may undertake or award other contracts for additional Work within the worksite of this Contract. The Contractor shall fully cooperate with other contractors and the District and carefully fit its own Work to additional Work directed by the District. Upon written notice, the District will review and resolve conflicts between Contracts. The Contractor shall not perform any act which will interfere with the performance of Work by any other contractor or by the District.

56.B Work indicated to be performed on private property shall be accomplished in a manner which will minimize inconvenience to the property owner and property tenant. The Contractor shall not enter upon private property to accomplish the Work without prior written permission to do so from the District.

56.C Utility companies, railroads, and municipal agencies having facilities within the limits of the Work shall have access to their facilities for inspection and repair.

56.D The Contractor shall appoint a Community Relations Representative, acceptable to the District. The representative shall coordinate with the District or its designee, to address and answer valid requests and complaints. Contractor shall correct conditions giving rise to valid complaints to the extent that they arise from Work under the Contract. These requests and complaints together with information as to the disposition thereof by the Contractor, shall be furnished to the District. The name and telephone number of the Community Relations Representative shall be furnished to residents and businessmen in the immediate area of the worksite who might reasonably be expected to be affected by the Work.

56.E CAL/OSHA shall have access to the work site as indicated in the Construction Safety Manual.

56.F The Contractor shall maintain access to fire hydrants and fire alarm boxes throughout, the prosecution of the Work. Hydrants, alarm boxes, and standpipe connections shall be kept clear and visible at all times unless approved otherwise by the District or the District's designee. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box, or standpipe connection.

57. PERMITS AND RESPONSIBILITIES - The District is not required to obtain certain permits, such as building permits from governing agencies, except when construction is on the property of the permitting agency. Nevertheless, unless specifically exempted by the District, Contractor shall comply with municipal, county and state laws, rules and regulations governing or related to any portion of this Work and they are hereby incorporated into and made a part of this Contract. Questions regarding whether any permit or other agency action is necessary shall be referred to the District for resolution. Permits, licenses and inspections determined to be required by municipal, county or state authorities shall be obtained, maintained in force and paid for by the Contractor. Applications for permits required by local authorities and variances of District obtained permits shall be submitted to the District for review and acceptance before submittal to the issuing authority. All permits shall be submitted for information after issuance. Variances allowed by local authorities that reduce the requirements and costs of this Contract shall accrue to the District and shall not be considered under Article 35, Cost Reduction Incentive. Contractor initiated variances that increase the costs of this Contract shall be borne by the Contractor. Any tests required by any authority shall be conducted in the presence of the authority or its authorized representative. Contractor shall indemnify and hold harmless the District and all persons and entities acting on its behalf against claims and liabilities deriving from or based upon the violation of the requirements of the law or permits whether by the Contractor, its subcontractors, or any person or entity acting on its behalf.

#### 58. ENVIRONMENTAL COMPLIANCE

58.A Requirements, Laws, Regulations and Orders - Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. Sections 1857 et seq.), the Clean Water Act (33 U.S.C. Sections 1251 et seq.), Executive Order 11378, all applicable standards of the State of California, and all clarification, mitigation measures and requirements approved by the District in accordance with State and Federal laws.

58.B Motor Vehicle Pollution Requirements - When new motor vehicles are purchased with project funds, the Contractor shall comply with California state law regarding pollution controls.



## 58.C Air Quality Control

58.C.1 The Contractor shall comply with all rules, regulations, ordinances, including those of the South Coast Air Quality Management District and State statutes which apply to any Work performed pursuant to the Contract, including any air quality control rules, regulations, ordinances, and statutes specified in Section 11017 of the California Government Code. Contractors and suppliers shall submit evidence to the District that the governing air quality control criteria are being met, and such evidence shall be retained by the District for onsite examination by UMTA.

58.C.2 In the absence of applicable air quality control rules, regulations, ordinances or statutes governing solvents, including but not limited to the solvent portions of paint, thinners, curing compounds and liquid asphalt used on the Contract, the Contractor shall comply with the applicable material requirements of the South Coast Air Quality Management District. Containers of paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

58.C.3 Material to be disposed of shall not be burned, either inside or outside the site.

## 58.D Environmental Protection Agency Regulations

58.D.1 The Contractor shall comply with the applicable regulations of the Environmental Protection Agency (40 CFR Part 15) and, specifically, shall not use any facility in the performance of the Contract which is listed on the Environmental Protection Agency ("EPA") List of Violating Facilities unless and until the EPA eliminates the name of such facility from such listing. The Contractor shall promptly notify the District of the receipt of any communication from the Director, Office of Federal Activities, EPA; or any successor agency, indicating that a facility to be utilized by the Contractor is under consideration to be listed on the EPA List of Violating Facilities.

58.D.2 Contractor shall report violations to the District, to UMTA, and to the EPA Assistant Administrator for Enforcement (EN0329).

58.E The Contractor shall include the requirements of Subarticles 58.A through 58.E in every subcontract, the value of which is more than \$100,000 and shall take such action as the District directs to enforce the requirements.

58.F Contractor shall comply with additional air, water and noise pollution provisions set forth in the Specifications.

59. ENERGY CONSERVATION - The Contractor shall comply with mandatory standards and policies relating to energy efficiency which

are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 et seq.).

60. HISTORICAL, SCIENTIFIC AND ARCHAEOLOGICAL DISCOVERIES - Articles of historical, scientific or archaeological interest uncovered by the Contractor during progress of the Work shall be preserved and reported immediately to the District. The further operations of the Contractor with respect to the find, including disposition of the articles, will be decided by the District.

61. BUY AMERICA

61.A Contractor shall comply with Section 165 of the Surface Transportation Assistance Act of 1982 (Public Law 97-424), and implementing regulations (49 CFR 660-661).

61.B The District may investigate the Contractor's, any subcontractor's, and any supplier's compliance with this Article. If an investigation is initiated, the Contractor, subcontractor, or supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. The Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

62. RIGHTS IN LAND AND IMPROVEMENTS - The Contractor shall make no arrangements with any person to permit occupancy or use of land, structures or building within the worksite for any purpose whatsoever, with or without compensation. The Contractor shall not occupy District-owned property outside the worksite without obtaining prior written approval from the District, nor will the contractor place any permanent structures including concrete overpours outside of the permanent right of way areas.

63. RIGHTS IN DATA

63.A The term "subject data", as used herein, means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineations in media, such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as punched cards, magnetic tape, or computer memory printouts; computer and microprocessor software documentation, including program design language or pseudo-code listings, fully annotated source code, and machine level listings; and information retained in computer memory. Examples include but are not limited to engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

63.B All "subject data" first produced in the performance of the Contract shall be the sole property of the District. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Contractor shall not publish or reproduce such data in whole or in part, in any manner or form, nor authorize others to do so, without the written consent of the District, until such time as the District may have released such data to the public; this restriction, however, does not apply to Contracts with academic institutions.

63.C The Contractor agrees to grant and does hereby grant to the District and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of the Contract but which is incorporated in the Work furnished under the Contract; and to authorize others to do so.

63.D The Contractor shall indemnify, hold harmless, and defend the District, the District's authorized representatives and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under the Contract.

63.E Nothing contained in this Article shall imply a license to the District under any patent or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

63.F Subarticles 63.C and 63.D shall not be applicable to material furnished to the Contractor by the District and incorporated in the Work furnished under the Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such Work.

63.G In the event that the Project, which is the subject of the Contract, is not completed, for any reason whatsoever, all data generated under the Contract shall become data as defined in Subarticle 63.A and shall be delivered as the District may direct.

64. FEDERAL PARTICIPATION SIGNS - The Contractor will erect and maintain signs on the job site as indicated, satisfactory to the District and UMTA, identifying the project and indicating federal participation.

65. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

- 65.A The Contractor shall utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping equipment, materials, or commodities pursuant to the Contract and to the Cargo Preference Act [46 USC 1241 (b)], to the extent that such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- 65.B The Contractor shall furnish, within 30 calendar days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading, in English, for each shipment of cargo described above, to the District (through the Contractor in the case of subcontractor bills-of-lading) and to:

Division of National Cargo  
Office of Market Development  
MARITIME ADMINISTRATION  
400 Seventh Street, S.W.  
Washington, D.C. 20590

marked with appropriate identification of the Project.

- 65.C The Contractor shall insert the substance of this Article in all subcontracts issued pursuant to the Contract.

66. OPERATIONS AND STORAGE AREAS

- 66.A All operations of the Contractor, including storage of materials, shall be confined to areas authorized or approved by the District.
- 66.B Temporary buildings such as storage sheds, shops and offices, may be erected by the Contractor only with the approval of the District and shall be built with labor and materials furnished by the Contractor without expense to the District. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by Contractor at its expense upon the completion of the Work. With the written consent of the District, such buildings and utilities may be abandoned and need not be removed.
- 66.C The Contractor shall, under regulations prescribed by the District, use only established roadways or construct and use such temporary roadways as may be authorized by the District. Where materials are transported in the prosecution of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbs or sidewalks,

protection against damage shall be provided by the Contractor and any damaged, roads, curbing, or sidewalks shall be repaired by or at the expense of the Contractor.

67. CLEANING UP

67.A The Contractor shall keep the construction area, including storage areas used by it, free from accumulations of waste material or rubbish and prior to completion of the Work shall remove any rubbish from the premises and all tools, scaffolding, equipment and materials not the property of the District.

67.B Upon completion of construction the Contractor shall leave the Work and premises in a clean, neat and workmanlike condition satisfactory to the District.

68. SHOP DRAWINGS, WORKING DRAWINGS, SAMPLES, AND CONTRACT RECORD DOCUMENTS - Shop Drawings, Working Drawings, samples and contract record documents shall be submitted in accordance with their applicable specification requirements.

69. PAYMENT OF TAXES

69.A The price or prices for the Work include full compensation for taxes that the Contractor is or may be required to pay. The Contractor shall bear the risk of any added or increased taxes occurring during the prosecution of the Work. A change in taxes under any circumstance shall not entitle the Contractor to an adjustment under the Contract.

69.B The Contractor acknowledges that materials and supplies necessary for the completion of the Contract are subject to the California Sales and Use Tax.

70. MOTOR VEHICLE SAFETY STANDARDS - The motor vehicles purchased with project funds will comply with the Federal Motor Vehicle Safety Standards as established by the Department of Transportation.

71. EQUAL EMPLOYMENT OPPORTUNITY

71.A The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, age, sex, or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion, and transfer; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post notices to be provided, setting forth the conditions of this Article, in conspicuous places available

to employees and applicants for employment. The Contractor shall insert a similar condition in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

- 71.B The Contractor shall abide by the provision of California Labor Code Section 1777.5, with respect to the employment of indentured apprentices.
- 71.C The Contractor shall, 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, religion, color, age, sex, or national origin.
- 71.D The Contractor shall 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 said labor union or workers' representatives of the Contractor's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 71.E The Contractor shall comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 71.F The Contractor shall furnish information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor or pursuant thereto and shall permit access to its books, records and accounts by the District and the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 71.G In the event of the Contractor's noncompliance with the nondiscrimination conditions of the Contract or with any of the said rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts, in accordance with procedures authorized in Executive Order 11246, as amended; and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 71.H The Contractor shall include the conditions of Subarticles 71.A through 71.G in every subcontract of any tier or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246, as amended, so that such conditions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the District may direct, as

a means of enforcing such conditions, including sanctions for noncompliance, provided, however, that, if a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the District, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

72. AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY

72.A Requirements for Affirmative Action to Ensure Equal Employment Opportunity pursuant to Executive Order 11246, as amended, apply to this Contract.

72.A.1 The Contractor shall comply with the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

72.A.2 The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the Los Angeles County Area are as follows:

72.A.2.a Goals and Timetables for Female Participation.

<u>TIMETABLE</u>	<u>TRADE</u>	<u>GOAL</u>
From April 1, 1980 until current date	All	6.9%

72.A.2.b Goals and Timetables for Minority Participation.

<u>TIMETABLE</u>	<u>TRADE</u>	<u>GOAL</u>
Until further notice by the Office of Federal Contract Compliance Programs (OFCCP)	All	28.3%

72.A.2.c These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is generally performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and non-federally involved construction.

72.A.3 The Contractor's compliance with Executive Order 11246, the regulations in 41 CFR Part 60-4, and the District's Equal Employment Opportunity Policy shall be based

on its implementation of this Article, specific affirmative action obligations set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the Los Angeles County geographical area where the Work is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minority persons and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, Executive Order 11246, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

72.A.4 The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days after award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

72.A.5 As used in the Contract, the "covered area" is the area of jurisdiction of the Los Angeles Building and Construction Trades Council.

72.B Standard Federal Equal Employment Opportunity Construction Contract Specifications Pursuant to 41 CFR 60-4.3 (a) and the Southern California Rapid Transit District policy are as follows.

72.B.1 As used in this Contract:

72.B.1.a "Covered area" means the area of jurisdiction of the Los Angeles Building and Construction Trades Council.

72.B.1.b "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, and any person to whom the Director delegates authority.

72.B.1.c "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

72.B.1.d "Minority" includes:



Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);

Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

72.B.2 Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in this Contract.

72.B.3 If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan Area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

72.B.4 The Contractor shall implement the specific affirmative action standards provided in Subarticles 72.B.7.a through 72.B.7.p herein. The goals set forth in this Contract are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress towards its goals in each craft during the period specified.

72.B.5 Neither the provisions of any collective bargaining agreement, nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minority persons or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

72.B.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

72.B.7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these actions fully and implement affirmative action steps at least as extensive as the following:

72.B.7.a Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

72.B.7.b Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

72.B.7.c Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a Union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the Union or, if referred, not employed by the Contractor, this shall be documented in the file with

the reason therefor, along with whatever additional actions the Contractor may have taken.

72.B.7.d Provide immediate written notification to the District's Manager of Contract Compliance and OFCCP'S Director when the Union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

72.B.7.e Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority persons and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 72.B.7.b above.

72.B.7.f Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

72.B.7.g Review, at least annually, the Contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

72.B.7.h Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

72.B.7.i Direct its recruitment efforts both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

72.B.7.j Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

72.B.7.k Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

72.B.7.l Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities, through appropriate training, etc.

72.B.7.m Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

72.B.7.n Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

72.B.7.o Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

72.B.7.p Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

72.B.8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Subarticles 72.B.7.a through 72.B.7.p). The efforts of a contractor association,

joint contractor-union, contractor-community, or similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Subarticles 72.B.7.a through 72.B.7.p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minority persons and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and a failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

72.B.9 A single goal for minority persons and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

72.B.10 The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, age, sex, or national origin.

72.B.11 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended by Executive Order 11375.

72.B.12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Article, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

72.B.13 The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Subarticle 72.B.7 of these specifications, so as

to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

72.B.14 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

72.B.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program),

72.B.16 The Contractor shall provide the District, by the fifth day of each month following the preceding month's construction activity, the Monthly Employment Utilization Report (attached hereto as Exhibit 7). This report shall contain information on all personnel on each District contract. Subcontractors, also, shall provide the same reports, through the Contractor, by the fifth day of each month. If the Contractor or a subcontractor is unable to submit its report on time, it shall notify the District's Manager of Contract Compliance, and request additional time to submit its report. Failure of the Contractor to report in a timely manner shall result in a penalty of \$10.00 per day per report.

### 73. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

#### 73.A Policy and Obligation

73.A.1 Policy - It is the policy of the District and the United States Department of Transportation that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 23 and in Article 73.C of these General Conditions, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to the Contract.

73.A.2 DBE Obligation - Contractor shall ensure that DBEs, as defined herein, have the maximum opportunity to participate in the performance of the District's contracts and subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps, in accordance with 49 CFR 23, to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, religion, color, sex, age, or national origin in the award or performance of DOT-assisted Contracts.

73.A.3 DBE/WBE Transit Bond - Guarantee Program - The bond program available to DBE/WBE subcontractors is described in the DBE/WBE Transit Bond Guarantee Program that is made a part of this contract. A copy of the bond program is incorporated herein by this reference. This bond program requires the prime contractor to inform any potential DBE/WBE subcontractor unable to secure bonding through the standard security market of this Transit Bond Guarantee Program and availability of the program document from the District's DIA or EEO offices upon request.

#### 73.B Goal

73.B.1 The Goal for DBE participation for the Contract has been established as indicated in the Special Conditions.

73.B.2 The Contractor shall meet the DBE participation goal committed to in its Bid or demonstrate good faith efforts to meet the goal, in accordance with Article 73.D. The Contractor shall submit to the District monthly reports reflecting the DBE participation on the Contract, in accordance with Article 73.F.

73.B.3 The Contractor shall, upon request by the District, submit justification if its DBE participation falls below the commitment made on its Bid.

#### 73.C Definitions

73.C.1 The following definitions apply to the terms as used in the Contract.

73.C.2 "Disadvantaged Business Enterprise" means a small business concern: (a) which is at least 51-percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

73.C.3 "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the

premises the materials or supplies obtained by the Contractor.

73.C.4 "Regular Dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment, in which the materials or supplies required for the performance of the Contract are brought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

73.C.5 "Owned and controlled" means a business: (a) which is at least 51-percent owned by one or more Socially and Economically Disadvantaged Individuals or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more Socially and Economically Disadvantaged Individuals and (b) whose management and daily business operations are controlled by one or more such individuals.

73.C.6 "Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. As defined herein, a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$14 million over the previous three fiscal years.

73.C.7 "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, Women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration, pursuant to Section 8(a) of the Small Business Act, or by the District, pursuant to 49 CFR 23.62. Members of the following groups are presumed to be socially and economically disadvantaged:

73.C.7.a "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

73.C.7.b "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

73.C.7.c "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;



73.C.7.d "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the US Trust Territories of the Pacific, and the Northern Marianas;

73.C.7.e "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and

73.C.7.f Women.

73.C.8 "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by the Small Business Administration or the District to meet the social and economic disadvantage criteria described below.

73.C.8.a Social Disadvantage:

73.C.8.a.1) The individual's social disadvantage stems from his/her color, national origin, gender, physical handicap, long term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

73.C.8.a.2) The individual must demonstrate that he/she has personally suffered social disadvantage.

73.C.8.a.3) The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.

73.C.8.a.4) The individuals' social disadvantage must be chronic, longstanding, and substantial, not fleeting or insignificant.

73.C.8.a.5) The individual's social disadvantage must have negatively affected his/her entry into and advancement in the business world.

73.C.8.a.6) A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

73.C.8.b Economic Disadvantage:

73.C.8.b.1) The individual's ability to compete in the free enterprise system has been impaired, due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area who are not socially disadvantaged.

73.C.8.b.2) The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

73.C.8.b.2)a) With respect to the individual:

- o availability of financing;
- o bonding capability;
- o availability of outside equity capital;
- o available markets.

73.C.8.b.2)b) With respect to the individual and the business concern:

- o personal and business assets;
- o personal and business net worth;
- o personal and business income and profits.

#### 73.D Good Faith Efforts During the Term of the Contract

73.D.1 The Contractor shall make good faith efforts to ensure that DBEs committed to in the Bid have maximum opportunity to successfully perform in the Contract and that the Contractor meets its DBE goal.

73.D.2 These efforts, when applied in conjunction with the currently-approved construction schedule, shall include but not be limited to the following:

73.D.2.a Negotiating in good faith to attempt to finalize a subcontract agreement with the DBEs committed to in the Bid.

73.D.2.b For Contractors who fell short of meeting the DBE goal set for the Contract but who were determined by the District to have made good faith efforts to meet the goal, exerting efforts, that can be documented, to seek out and utilize additional DBE suppliers and DBE subcontractors to make up for the shortfall.

73.D.2.c Continuing to provide assistance to DBE subcontractors or suppliers in obtaining bonding, lines of credit, etc., if required by the Contractor.

73.D.2.d Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting District approval to substitute the DBE.

73.D.2.e As with all subcontractors, timely payment of all monies due and owing to DBE subcontractors and suppliers.

73.D.2.f Timely submittal of complete and accurate DBE monthly reports, in accordance with Article 73.F.

73.D.2.g Alerting the District's Contract Compliance Department, in a timely manner, of any problems anticipated in attaining the DBE participation goals committed to in the Bid.

73.E Substitution of Subcontractors - If a Contractor requests a substitution of a DBE subcontractor or supplier, the Contractor shall exert good faith efforts to replace a DBE subcontractor with another DBE subcontractor, subject to the approval of the District.

73.F Contract Compliance Reporting Requirements - The Contractor shall submit monthly progress reports to the District, in conformance with the currently approved construction schedule, reflecting its DBE participation. The Summary Subcontracts Award and Paid Report (attached hereto as Exhibit 3) shall be submitted, to comply with this reporting requirement. Failure to submit this report in a timely manner shall result in the imposition of a penalty of \$10.00 per day per report if not received by the 7th day of the month following the reporting period.

73.G Change in Contract Amount - The dollar amount of Change Orders or any other Contract modifications that increase or decrease the Work area in which DBE participation has been committed to in the Bid shall be commensurately added to or subtracted from the total Contract Amount used to compute actual dollars paid to DBEs. Revised total Contract Amount shall be reflected in the monthly progress report submitted to the District and referenced in Article 73.F.

73.H Noncompliance - Failure to carry out the requirements of this Article shall constitute a breach of Contract and, after notification to the US Department of Transportation, may result in termination of the Contract by the District or imposition of other appropriate sanctions. This notice is given pursuant to 49 CFR 23.43(c).

#### 74. LABOR PROVISIONS

##### 74.A Minimum Wages

74.A.1 Mechanics and laborers employed or working on 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor applicable to the project, attached hereto as Exhibit 5, regardless of any contractual relationship

which may be alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the Work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act, 40 U.S.C. §276a(b)(2) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a) (1) (iv). Also for the purpose of this Article, regular contributions made or costs incurred for more than a weekly period under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

74.A.2 Any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the Contract, shall be classified conformably to the wage determination, and a report of the action taken shall be sent by the District to DOT for submittal to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the District shall be referred to the Secretary of Labor for final determination.

74.A.3 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. If the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the District, shall be referred to the Secretary of Labor for determination.

74.A.4 If the Contractor does not make payments to a trustee or other third person, it may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, or any bonafide fringe benefits not expressly listed in Section 1(b) (2) of the Davis-Bacon Act, or of a type listed in the wage determination decision of the Secretary of Labor which is incorporated in this Contract, provided however, 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. Wherever practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the Contract. 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.

74.B Withholding - The District may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the Contractor or any subcontractor on the Work, the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the Work, all or part of wages required by the Contract, the District may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

#### 74.C Payrolls and Basic Records

74.C.1 Payrolls and basic records relating thereto will be maintained during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work, in the construction or development of the Project. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborers or mechanics include the amount of 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 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.

74.C.2 Within seven (7) calendar days after each ending payroll period, the Contractor shall submit a copy of all payrolls to the District, for transmittal to DOT. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work performed. A submission of the "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll, or any subsequent payroll, of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a) (1) (iv) shall

satisfy this requirement. The Contractor shall be responsible for the submission of copies of payrolls of any subcontractors. The Contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of DOT and the Department of Labor and will permit such representatives to interview employees during working hours on the job.

74.C.3 Contractors employing apprentices or trainees under an approved program shall include a notation on the first weekly certified payrolls submitted to the District, that their employment is pursuant to an approved program and shall identify the program.

#### 74.D Apprentices and Trainees

74.D.1 Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bonafide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as a apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to its entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in this Subarticle or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the District or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of its program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the Contract Work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

74.D.2 Trainees - Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of

trainees to journeymen shall not be greater than that permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage grade determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the District or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratio and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- 74.D.3 Equal Employment Opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 74.E Compliance With Copeland Act and Regulations - The Contractor shall comply with the Copeland Act (18 U.S.C. § 874), and regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.
- 74.F Contract Termination; Debarment - A breach of Subarticles 74.A through 74.E and 74.G may be grounds for termination of the Contract, and for debarment as provided in 29 CFR 5.6.
- 74.G Contract Work Hours and Safety Standards Act-Overtime Compensation - This Contract is subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), and to the applicable rules, regulations, and interpretations of the Secretary of Labor. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate of pay not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.
- 74.H Violation; Liability for Unpaid Wages; Liquidated Damages - In the event of any violation of the requirements set forth in Subarticle 74.G, the Contractor and any subcontractor

responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the requirements set forth in Subarticle 74.G in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required in Subarticle 74.G.

74.I Withholding for Liquidated Damages - The District may withhold, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its subcontractor for unpaid wages and liquidated damages as specified in Subarticle 74.H.

74.J Final Labor Summary - The Contractor and each subcontractor shall furnish to the District, upon the completion of the Contract, a summary of all employment, indicating for the completed project, the total hours worked and the total amount earned.

74.K Final Certificate - Upon completion of the Contract, the Contractor shall submit to the District with a voucher for final payment for any work performed under the Contract a certificate concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the project, in the following form:

The undersigned, Contractor on:

---

(Contract No. \_\_\_\_\_)

hereby certifies that all laborers, mechanics, apprentices and trainees employed by it or by any subcontractor performing work under the Contract on the Project have been paid wages at rates not less than those required by the Contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.

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Signature and Title

74.L Notice to the District of Labor Disputes - Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely



performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the District.

#### 74.M Disputes Clause (Labor Regulations)

74.M.1 All disputes concerning the payment of prevailing wage rates or classifications shall be promptly reported to the District for its referral to DOT for decision or, at the option of the District, DOT referral to the Secretary of Labor. The decision of DOT or the Secretary of Labor, as the case may be, shall be final.

74.M.2 All questions relating to the application or interpretation of the Copeland Act (40 U.S.C. §276C), the Contract Work Hours Standards Act (40 U.S.C. §§327-333), the Davis-Bacon Act (40 U.S.C. §§276A), or Section 13 of the Urban Mass Transportation Act (49 U.S.C. §1609), shall be sent to UMTA for referral to the Secretary of Labor for ruling or interpretation, and such ruling or interpretation shall be final.

74.N Convict Labor - In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

74.O Insertion in Subcontracts - The Contractor shall insert in all construction subcontracts of any tier the clauses set forth in Subarticles 74.A through 74.Q of this Article, and such other clauses as the District may by appropriate instructions require.

74.P Contractor shall comply with all applicable provisions of the California Labor Code, Sections 1770 through 1780 and, specifically, pursuant to Section 1775 of the California Labor Code, the Contractor covenants to comply with the provisions thereof. Pursuant to California Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages, which final determination is listed in this Contract under Minimum Wage Rates, Exhibit 5. Notwithstanding the provisions of Subarticles 74.A.1 through 74.O of this Article, the Contractor shall pay wages in conformance with California Labor Code Sections 1770 through 1780, where such wages required by the California Labor Code exceed the wages required by Subarticles 74.A.1 through 74.O of this Article.

74.Q Contractor and its subcontractors of any tier shall comply with any revisions in the State of California or Federal minimum wage determinations applicable to this Contract at no additional cost to the District.

75. CERTIFIED PAYROLLS - CONSTRUCTION PROJECTS

75.A Pursuant to Section 1776 of the California Labor Code the Contractor and each subcontractor on any tier shall furnish a certified copy of each weekly payroll of itself and each subcontractor on any tier within seven days after the regular payroll date. Following a review by the District for compliance with State and Federal labor laws, the payroll copy shall be retained by the District.

75.B Provided all information and certifications required by California law are included therein, the Contractor may use the Department of Labor Form WH-347, "Optional Payroll Form", which provides for all the necessary payroll information and certifications required by federal law. This Department of Labor form may be purchased at nominal cost from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor may, in the alternative use any form approved by the California Department of Industrial Relations or use its own payroll form provided it includes the same information and certifications.

76. CONTINUATION OF WORK AGREEMENT

76.A The District has entered into a Continuation of Work Agreement with the Los Angeles County Building and Construction Trades Council, AFL-CIO and its affiliated local unions to insure that construction work and installation work on the Metro Rail Project shall proceed economically, efficiently and continuously without interruption.

76.B The Continuation of Work Agreement is incorporated into and is a part of the Contract, and a copy is included as a part of the Contract Documents. Contractor, upon award of the Contract agrees to the provisions of the Continuation of Work Agreement and is bound by them in the same manner as any other provision of this Contract.

77. INDEMNIFICATION

77.A The Contractor shall indemnify, hold harmless, and defend the District, Los Angeles County Transportation Commission (LACTC), the General Consultant (GC), GC members, the System Engineering and Analyses Consultant, the Construction Manager (CM), their officers, employees, agents, contractors, and subcontractors, individually, to the maximum extent allowed by law, from and against all liability, claims, losses, actions and expenses (including attorney's fees), on account of bodily injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of the District) arising out of or resulting from the acts or omissions to act of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for

whose acts any of them are liable in the performance of the Work, unless caused solely by the negligence or willful misconduct of or defects in design furnished by the parties to be indemnified.

77.B Claims against the parties to be indemnified, by any employee of Contractor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall not limit the Contractor's indemnification obligation, set forth above, in any way, by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts or insurances.

78. INSURANCE - The insurance requirements for this Contract are specified in the Insurance Specifications. A copy of the Insurance Specifications is incorporated herein by this reference.

79. PUBLIC RECORDS ACT

79.A All records, documents, drawings, plans, specifications, and other material relating to the Contract are subject to the provisions of the California Public Records Act (Government Code Section 06250 et seq.). The District's use and disclosure of its records are governed by this Act.

79.B The Contractor shall identify any specific information or design details that it considers proprietary. The Contractor shall clearly and prominently mark each and every page or sheet of such materials with "PROPRIETARY," as it determines to be appropriate.

END GENERAL CONDITIONS

Exhibit 1

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

DBE SCHEDULE A



## SCHEDULE A

### Disadvantaged Business Enterprise (DBE)

### Certification Application Form

**Introduction:** Please type or print legibly and return completed application form, along with supporting documentation to:

SCRTD  
Attn: Contract Compliance Dept.  
425 S. Main St.  
L.A., CA 90013  
(213) 972-6454

Are you Bidding/Proposing on an RTD solicitation?

YES  NO

If yes, please complete the following:

RTD Project Name: \_\_\_\_\_

Proposal/Bid No.: \_\_\_\_\_

Proposal/Bid Due Date: \_\_\_\_\_

## INSTRUCTIONS

All firms seeking DBE certification are required to submit copies of the following items in addition to a signed and notarized Southern California Rapid Transit District Schedule A (no copies of Schedule A will be accepted):

- A. All disadvantaged businesses must submit the following items:
1. License to do business and/or fictitious name statement for sole proprietorship.
  2. Federal tax returns for the last 3 years.
  3. Resumes of principals and key personnel.
  4. Third party agreements such as rentals, lease agreements and professional services agreements.
  5. Proof of ethnicity/gender (birth certificate, passport, etc.).
  6. Company profile including a description of the firm's product or services.
- B. Partnerships: Must submit the following items in addition to those items required in A (1-6) above:
1. Partnership agreements and any amendments thereto.
  2. Profit sharing agreements.
  3. Buy-out rights.
- C. Corporations: Must submit the following items in addition to those required in A (1-6) above:
1. Articles of Incorporation.
  2. Bylaws.
  3. Stockholders options.
  4. Stockholder agreements.
  5. Stock certificates of each holder.
  6. Stock transfer ledger.
  7. Stock voting rights.
  8. Record of first organization meeting..
  9. Statement of Foreign Corporation Designation, if incorporated outside the state of California.

Your company must support any claims of prior certification with documentary evidence. Where banks or business references are required to be identified, you must provide the full address and name of contact person. No action will be taken on your application until all items have been submitted. Applicant firms are evaluated on the basis of documentation submitted to SCRTD for review. Any changes anticipated in the ownership and/or control of the firm or in the documentation submitted in the application for certification must be fully disclosed AT THE TIME OF APPLICATION. Such disclosure shall provide the facts surrounding and the effective dates of any changes to be made subsequent to filing for certification. Any such changes not so disclosed will not be considered as the basis for granting certification nor will they be accepted as the basis for arguments on appeal if the firm is denied certification. The above information should be forwarded to the address given below.

Certification status is valid for a period of one year and must be renewed annually by submitting a signed and notarized re-certification affidavit provided by SCRTD. It is the responsibility of the firm to maintain its certification status with SCRTD.

Firms denied certification may re-apply one year from the date of the denial.

Southern California Rapid Transit District  
Equal Opportunity - Contract Compliance Department  
425 South Main Street  
Los Angeles, CA 90013

## Introduction

### 1.0 Policy and Purpose

- 1.1 It is the policy of the Southern California Rapid Transit District (SCRTD) that Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. This is in compliance with the requirements of section 106 (c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 and U.S. Department of Transportation regulations published at 49 CFR Part 23.
- 1.2 SCRTD conducts a review of all business concerns who wish to participate in SCRTD's DBE Program to ensure that these business concerns meet the DBE eligibility criteria set forth in the US DOT regulations. Attached is the form to apply to SCRTD for DBE status.

### 2.0 Definitions

For the purpose of SCRTD's DBE Program and certification process, the following definitions apply to the terms which are used throughout the application form:

#### 2.1 Disadvantaged Business Enterprise (DBE)

A small business concern that is (a) at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals, and (b) the management and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals who own it.

#### 2.2 Economic Disadvantage

- a. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area who are not socially disadvantaged.
- b. SCRTD will consider the following when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:
  - (1) With respect to the individual:
    - (a) availability of financing
    - (b) bonding capability
    - (c) availability of outside equity capital
    - (d) available markets
  - (2) With respect to the individual and the business concern:
    - (a) personal and business assets
    - (b) personal and business net worth
    - (c) personal and business income and profits

#### 2.3 Socially and Economically Disadvantaged Individuals

Those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8 (a) of the Small Business Act or by SCRTD pursuant to 49 CFR Section 23.62. The racial and ethnic groups named herein are further defined below:

- a. Black Americans, which includes persons having origins in any of the Black racial groups of Africa;

2.3 Socially and Economically Disadvantaged Individuals (cont'd)

- b. Hispanic Americans, which include persons of Mexican, Puerto Rican, Cuban, Portuguese, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Native Americans, which include persons who are American Indians, Eskimo, Aleuts, or Native Hawaiians;
- d. Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- e. Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, and Bangladesh.
- f. Women, regardless of ethnicity or race.

Membership in any of the above listed groups shall be established on the basis of the individual's claim and proof that he/she is a member of that group and is so regarded by that group and the non-minority community. However, SCRTD is not required to accept this claim if it determines the claim to be invalid.

Even after an applicant has established membership in any of the above groups, on a case-by-case basis, SCRTD may inquire further into the individual's social and economic status if it has reason to believe that the individual may not in fact be socially and/or economically disadvantaged.

2.4 Social Disadvantage

- a. The individual's social disadvantage stems from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- b. The individual must demonstrate that he/she has personally suffered social disadvantage, not merely claim membership in a group which could be considered socially disadvantaged.
- c. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
- d. The individual's social disadvantage must be chronic, long-standing, and substantial, not fleeting or insignificant.
- e. The individual's social disadvantage must have negatively affected his/her entry into, and/or advancement in the business world.
- f. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

**WARNING:**

Public Law 99-272, the "Consolidated Omnibus Budget Reconciliation Act of 1985", which amends Section 16 of the Small Business Act, establishes penalties of up to a \$50,000 fine or imprisonment of up to five years, or both, for misrepresenting, in writing, the status of any concern or person as a small business concern or small business owned and controlled by socially and economically disadvantaged individuals (a "DBE") in order to obtain for oneself or another any prime or subcontract to be awarded as a result or in furtherance of any other provision of federal law that specifically references Section 8 (d) of the Small Business Act for a definition of eligibility.



SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
DEPARTMENT OF EQUAL OPPORTUNITY  
DISADVANTAGED BUSINESS ENTERPRISE DISCLOSURE AFFIDAVIT



1.  DBE
2. Business Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number (    ) \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Title \_\_\_\_\_  
Nature of Business \_\_\_\_\_  
Type of work preferred with RTD \_\_\_\_\_

3. The business is organized as a:  
 Proprietorship     Partnership  
 Joint Venture     Corporation  
Date Established \_\_\_\_\_

4. Person(s) qualifying firm as a DBE:

<u>Name</u>	<u>Length of Time with Firm</u>	<u>Date Controlling or Qualifying Interest Acquired</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. The business is 51 percent owned and controlled by one or more socially and economically disadvantaged individuals who are:

\_\_\_\_\_ White \_\_\_\_\_ Hispanic \_\_\_\_\_ Black \_\_\_\_\_ Native American  
 \_\_\_\_\_ Asian-Pacific American \_\_\_\_\_ Asian-Indian American  
 \_\_\_\_\_ Women Other (specify) \_\_\_\_\_

6. The business is a small business concern as defined by the Small Business Administration in 13 CFR Part 121:

\_\_\_\_\_ Yes \_\_\_\_\_ No

If Firm is SBA Section 8 (a) certified, attach copy.

6a. Total Number of employees for the business and its affiliates

\_\_\_\_\_

6b. Average annual gross receipts for the past three years. Please provide copies of U.S tax returns for the three years.

7. Ownership:

Identify below those who possess ownership of 5% or more of the firm

<u>Name</u>	<u>U.S. Citizen Yes / No</u>	<u>Ethnicity</u>	<u>Sex</u>	<u>% Owned</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

IF OWNED LISTED ABOVE IS NOT A U.S. CITIZEN, PROOF OF LEGAL RESIDENCE MUST BE SUBMITTED

8. Identify below all corporate officers or key personnel of the firm.

<u>Name</u>	<u>Ethnicity</u>	<u>Sex</u>	<u>Title</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Are there any:

a. Outstanding stock purchase options, warrants or agreements for the issuance of such options warrants? If yes, explain fully.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Shares pledged, subject to lien or agreement or beneficially owned by anyone other than the person whose name it stands? If yes, explain fully.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. State Contractor License or Professional Registration Number: \_\_\_\_\_

a. Construction firms must list classification of all licenses held (e.g. B-1, C-4, etc.):

\_\_\_\_\_

11. Local business License Number:

\_\_\_\_\_

ATTACH COPIES OF ALL APPLICABLE LICENSES

12. Federal Employer Tax Identification Number:

\_\_\_\_\_

13. Does the firm own its offices?

\_\_\_\_\_ Yes \_\_\_\_\_ No

a. If the firm rents its offices, identify by name and address the owner of the premises and provide a copy of the rental agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Identify any firm with whom you share office space.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. State the total number of employees and the number of minority persons now employed by the firm in each of the following categories:

	<u>Total Employees</u>	<u>Minority Employees</u>
Management	_____	_____
Professional & Technical	_____	_____
Administrative	_____	_____
Supervisory	_____	_____
Clerical	_____	_____
Craftsmen & Laborer	_____	_____

15. Identify by name, address and employer, all persons who provided management or financial consulting services to the firm during the past 12 months.

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16. Identify the individuals responsible for day to day management and policy decision making:

a. Financial Decisions

<u>Name</u>	<u>Title</u>	<u>Ethnicity</u>	<u>Sex</u>

b. Management Decisions

<u>Name</u>	<u>Title</u>	<u>Ethnicity</u>	<u>Sex</u>

c. Hiring and Firing of Management Personnel

<u>Name</u>	<u>Title</u>	<u>Ethnicity</u>	<u>Sex</u>

d. Marketing and Sales

<u>Name</u>	<u>Title</u>	<u>Ethnicity</u>	<u>Sex</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

e. Purchase of Major Items or Supplies

<u>Name</u>	<u>Title</u>	<u>Ethnicity</u>	<u>Sex</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

f. Supervisor of Field Operations

<u>Name</u>	<u>Title</u>	<u>Ethnicity</u>	<u>Sex</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

17. Identify any outstanding loans greater than \$10,000:

<u>Amount</u>	<u>Lender</u>	<u>Guarantor(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

18. List Major equipment owned or leased by the firm:

_____
_____
_____
_____

a. If any equipment is leased identify owner.

\_\_\_\_\_  
\_\_\_\_\_

19. Identify the firm's bonding or Business Insurance Carrier.

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Bonding Limit \_\_\_\_\_

Type and Amount of Coverage \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

20. Identify the firm's bank

Name: \_\_\_\_\_

Branch: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

21. Have any of the officers or owners of the firm conducted business under another business name?

\_\_\_\_\_ Yes \_\_\_\_\_ No

a. If so, please provide the following:

<u>Business Name</u>	<u>Officer/Owner</u>	<u>Dates of Operation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

22. If any owner of the firm is a business entity please provide the following:

<u>Business Name</u>	<u>Address</u>	<u>Owner(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

23. Has the firm been previously certified as a DBE/MBE or SBA Section 8(a)?

Certifying Authority \_\_\_\_\_

Date Certified \_\_\_\_\_

**ATTACH EVIDENCE OF PREVIOUS CERTIFICATION.**

a. Has the firm ever been denied certification?

\_\_\_\_\_ Yes \_\_\_\_\_ No

**ATTACH EVIDENCE OF DENIAL OF CERTIFICATION.**

24. Describe or attach a copy of any stock options or other ownership options that are outstanding, and agreements between owners, or between owners and third parties which restrict ownership or control disadvantaged owners.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25. Identify any owner, or management official, of firm who is or has been an employee of another firm that has ownership interest in, or a present business relationship with the named firm:

a. Owner/Management Official.

\_\_\_\_\_



b. Describe the nature of the ownership interest or present business relationship with the named firm.

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c. Name of the firm which has an ownership interest or present business relationship with named firm.

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26. Please provide a comprehensive list of past and current projects completed within the last 2 years. Include prime contractors' names, subcontract dollar amounts and scope of work. If work was performed as prime contractor, please provide owner's name, scope of work and dollar amount.

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**AFFIDAVIT**

I/We, the undersigned swear that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of \_\_\_\_\_

\_\_\_\_\_  
(Name of Firm)

Further, I/We the undersigned agree to provide through the prime contractor or, if no prime directly to the Southern California Rapid Transit District current, complete and accurate information regarding actual work performance on the project, the payment therefor and any proposed changes, if any, of the foregoing arrangement and to permit an audit and examination of books, records and files of the named firm. Any material misrepresentation will be ground for terminating any contract which may be awarded and for initiating action under Federal or State Laws concerning false statements.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, proved to me on the basis of satisfactory evidence

who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized

\_\_\_\_\_ (Name of Firm) to execute the affidavit and

did so as his or her free act and deed.

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

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

Exhibit 2

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

DBE SCHEDULE B



## **SCHEDULE B**

### **Disadvantaged Business Enterprise (DBE)**

#### **Joint Venture Disclosure Affidavit**

**Introduction:** Please type or print legibly and return completed application form, along with supporting documentation to:

**SCRTD**  
**Attn: Contract Compliance Dept.**  
**425 South Main Street**  
**Los Angeles, CA 90013**  
**(213) 972-6465**

**Are you Bidding/Proposing on an RTD solicitation?**

**YES**     **NO**

**If yes, please complete the following:**

**RTD Project Name:**  
**Proposal/Bid No:**  
**Proposal/Bid Due Date:**

## Introduction

### 1.0 Policy and Purpose

1.1 It is the policy of the Southern California Rapid Transit District (SCRTD) that Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds. This is in compliance with the requirements of section 105 (f) of the Surface Transportation Assistance Act of 1982 and U.S. Department of Transportation regulations published at 49 CFR Part 23.

a. Joint Venture (JV) is eligible under 49 CFR Part 23 if:

- (1) The DBE partner of the JV meets the standards for an eligible DBE per Department of Transportation rules and regulations.
- (2) The DBE partner is responsible for a clearly defined portion of the work to be performed.
- (3) The DBE shares in the ownership, control, management responsibilities, risks and profits of the joint venture.

In addition, a business wishing to be certified as a DBE JV by the SCRTD shall cooperate with this office in supplying additional information which may be requested in order to make a determination.

- (4) A copy of the Joint Venture Agreement must accompany Schedule B.

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
DEPARTMENT OF EQUAL OPPORTUNITY

OFFICE OF DISADVANTAGED BUSINESS ENTERPRISE

DISADVANTAGED BUSINESS ENTERPRISE  
DISCLOSURE AFFIDAVIT



RTD

SCHEDULE B

1. Name of Joint Venture Business \_\_\_\_\_

Business Address \_\_\_\_\_

City State & Zip Code \_\_\_\_\_

2. Nature of Joint Venture Business \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. List Products and/or Service Rendered: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Identify firms which comprise joint venture and provide a copy of joint venture agreement. The JV agreement must be approved by the Office of Contract Compliance.

Name of Firm

DBE

NON DBE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A. Describe the role of the DBE firm in the joint venture:

\_\_\_\_\_

\_\_\_\_\_

B. Briefly describe the experience and business qualifications of each Non-DBE Joint Venture Partner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. What is the percentage of DBE Ownership:

\_\_\_\_\_ %  
 DBE

6. Please fill in this part if ownership is not described in joint venture agreement:

<u>Name of Joint Venture Partners</u>	<u>Profit &amp; Loss Sharing</u>	<u>Capital Contributions Including Equip.</u>	<u>Other Ownership Interest</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Control of Joint Venture:

	<u>Name</u>	<u>Title</u>	<u>Business Name</u>	<u>Race</u>	<u>Sex</u>
A. Financial Decisions:	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
B. Management Decisions:					
1. Estimating	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
2. Marketing & Sales	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____

	<u>Name</u>	<u>Title</u>	<u>Business Name</u>	<u>Race</u>	<u>Sex</u>
3. Hiring & Firing	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
C. Supervision of Field Operations	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____

Note: The DBE Joint Venture Partner must complete Schedule A.

8. Provide the following information of the Escrow agent of the Joint Venture

Name \_\_\_\_\_ Contact person \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

9. Disclose the following information on all persons authorized to withdraw funds from the Escrow account:

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Telephone # \_\_\_\_\_



AFFIDAVIT

I/We, the undersigned swear that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of \_\_\_\_\_

\_\_\_\_\_  
(Name of Firm)

as the ownership thereof.

Further, I/We, the undersigned agree to provide through the prime contractor or, if no prime directly to the Southern California Rapid Transit District current, complete and accurate information regarding actual work performance on the project, the payment therefor and any proposed changes, if any, of the foregoing arrangement and to permit the audit and examination of books records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State Law concerning false statements.

DBE Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal. (where appropriate)

Corporate Seal (where appropriate)

Date \_\_\_\_\_

Date \_\_\_\_\_

State of \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, proved to me on the basis of satisfactory evidence who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by

\_\_\_\_\_ (Name of Firm) to execute the affidavit and did so as his or her free act and deed.

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

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

Exhibit 3

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

SUMMARY SUBCONTRACTS AWARD AND PAID REPORT

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
 EQUAL OPPORTUNITY DEPARTMENT  
 CONTRACT COMPLIANCE SECTION  
 428 SOUTH MAIN STREET  
 LOS ANGELES, CALIFORNIA 90013

**SUMMARY SUBCONTRACTS AWARD & PAID REPORT**

(1) REPORTING PERIOD \_\_\_\_\_, 19\_\_\_\_

(2) PROJECT NAME _____	(6) REPORT NUMBER _____	(12) REPORT PREPARED BY _____
(3) PROJECT LOCATION _____	(8) CONTRACT NUMBER _____	TITLE _____
(4) PRIME CONTRACTOR _____	(7) CONTRACT AWARD AMOUNT \$ _____	(13) TELEPHONE NUMBER ( _____
ADDRESS _____	(9) CONTRACT AWARD DATE _____	(14) DATE REPORT PREPARED _____
CITY/STATE/ZIP CODE _____	(10) PROJECT GRANT NUMBER _____	(15) SIGNATURE _____
	(11) PURCHASE ORDER NUMBER _____	
	(11) AUDIT NUMBER _____	

A SUBCONTRACTOR	B IS FIRM DBE OR WBE	C AMOUNT (\$) COMMITTED		D WORK ASSIGNMENT	E PERIOD(S) OF WORK ASSIGNMENT		F ESTIMATED AMOUNT (\$) PER PERIOD	G % OF TOTAL SUB. CONTRACT AMOUNT (F+C)	H AMOUNT (\$) EARNED THRU REPORT PERIOD	I % OF WORK COMPLETED (N+C)	J % OF WORK PLANNED	K VARIANCE (J-I)	L AMOUNT (\$) INVOICED THRU PERIOD	M AMOUNT (\$) PAID THRU PERIOD	N % OF AMOUNT COMMITTED (M+C)	O NOTES
		DBE	WBE		FROM	TO										
SUBCONTRACTOR NAME _____ ADDRESS _____ CITY/STATE/ZIP CODE ( ) _____ PHONE NUMBER _____ SUBCONTRACTOR SUBTOTAL																
SUBCONTRACTOR NAME _____ ADDRESS _____ CITY/STATE/ZIP CODE ( ) _____ PHONE NUMBER _____ SUBCONTRACTOR SUBTOTAL																
SUBCONTRACTOR NAME _____ ADDRESS _____ CITY/STATE/ZIP CODE ( ) _____ PHONE NUMBER _____ SUBCONTRACTOR SUBTOTAL																
SUBCONTRACTOR NAME _____ ADDRESS _____ CITY/STATE/ZIP CODE ( ) _____ PHONE NUMBER _____ SUBCONTRACTOR SUBTOTAL																

REV. 9/88

SCRFD A116

Summary Subcontracts Award and Paid Report

1 of 3

06/14/89

SUMMARY SUBCONTRACTS AWARD AND PAID REPORT  
Instruction for Completion

This Summary Subcontracts Award and Paid Report (SSA&P), RTD form Revised September, 1988, is submitted by the Prime Contractor on a quarterly basis (March 30, June 30, September 30, December 31, 1988) and is due within seven (7) calendar days after the quarter ending.

The following instructions for completion of this form are provided to secure similar information from all contractors for reporting and analysis purposes:

- Item No. 1 - Insert the current calendar quarterly reporting period end date.
- Item No. 2 - Insert the name and/or description of the project.
- Item No. 3 - Insert the address and/or location of the project.
- Item No. 4 - Insert the name and full address of the prime contractor.
- Item No. 5 - Insert the number of current SSA&P Report; these reports submitted by the Prime Contractor are numbered consecutively from the NTP date.
- Item No. 6 - Insert the contract number.
- Item No. 7 - Insert the original contract award amount.
- Item No. 8 - Insert the contract award date.
- Item No. 9 - N/A-for SCRTD internal use only.
- Item No. 10 - Insert the purchase order number (if applicable).
- Item No. 11 - N/A-for SCRTD internal use only.
- Item No. 12 - Insert the name and title of the person who prepared the report.
- Item No. 13 - Insert the telephone number of the person who prepared the report.
- Item No. 14 - Insert the date the report was prepared.
- Item No. 15 - Insert the signature of the person who prepared the report.

- Column A - Insert the subcontractor's name, full address, and telephone number.
- Column B - Indicate whether the firm is a DBE or WBE.
- Column C - Insert the subcontract dollar amount committed by the prime contractor.
- Column D - Indicate the trade/work assignment being performed by the subcontractor.
- Column E - Write in the time periods (continuous periods of time) in which the subcontractor is scheduled to work.
- Column F - Write in the estimated dollar amount the subcontractor is to be paid per each time period in which they are scheduled to work.
- Column G - Insert the percentage (%) of the total subcontract amount that the estimated dollar amounts per period in column F represents (F÷C).

SUMMARY SUBCONTRACTS AWARD AND PAID REPORT  
Instruction for Completion  
Continued

- Column H - Insert the dollar amount earned by the subcontractor from the date work started through the current reporting period.
- Column I - Insert the percentage (%) of work completed of the total amount to be performed. This percentage (%) of work completed is measured in terms of dollars earned (H÷C).
- Column J - Insert the percentage (%) of work which was planned to be performed by the subcontractor from the date they started work through the current reporting period.
- Column K - Insert the variance between the percentage (%) of work which was planned to be performed by the subcontractor from the date work started through the current reporting period and the percentage (%) of work which was actually performed and completed from the date work started through to the current reporting period (J-I).
- Column L - Insert the cumulative dollar amount invoiced by each subcontractor from the date work started through the current reporting period.
- Column M - Insert the cumulative dollar amount actually paid to each subcontractor from the date work started through the current reporting period.
- Column N - Insert the percentage (%) of the dollar amount committed in column C which has actually been paid to the subcontractor cumulatively from the date the subcontractor started work through the current reporting period (M÷C).
- Column O - Insert any notes or comments regarding all other information reported, as applicable.

Exhibit 4

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

CONTINUATION OF WORK AGREEMENT

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

AND

LOS ANGELES COUNTY BUILDING AND  
CONSTRUCTION TRADES COUNCIL, AFL-CIO

CONTINUATION OF WORK AGREEMENT

FOR THE METRO RAIL PROJECT

INDEX

		<u>AGREEMENT</u> <u>PAGE</u>	<u>CONTRACT</u> <u>PAGE</u>
ARTICLE 1	DEFINITIONS	3	5 of 33
ARTICLE 2	PURPOSE	4	6 of 33
ARTICLE 3	SCOPE OF AGREEMENT	5	7 of 33
ARTICLE 4	EFFECT OF AGREEMENT	6	8 of 33
ARTICLE 5	JOINT LABOR MANAGEMENT OVERSIGHT COMMITTEE	6	8 of 33
ARTICLE 6	WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS	10	12 of 33
ARTICLE 7	JURISDICTIONAL DISPUTES	12	14 of 33
ARTICLE 8	MANAGEMENT RIGHTS	13	15 of 33
ARTICLE 9	GRIEVANCE PROCEDURE	14	16 of 33
ARTICLE 10	SAVINGS CLAUSE	20	22 of 33
ARTICLE 11	MISCELLANEOUS PROVISIONS AND SUCCESSORSHIP AND ASSIGNS CLAUSE	24	26 of 33
ARTICLE 12	TERM OF AGREEMENT	24	26 of 33



SCRTD CONTINUATION OF WORK AGREEMENT

THIS AGREEMENT, is made June 28, 1984 between the Southern California Rapid Transit District, a public agency of the State of California ("SCRTD") and Los Angeles County Building and Construction Trades Council, AFL-CIO, and all affiliated local unions of the Council ("Unions").

W I T N E S S E T H:

WHEREAS, the successful completion of the Metro Rail Project of the SCRTD is of the utmost importance to the general public in the Los Angeles Metropolitan area; and

WHEREAS, during the construction of the Metro Rail Project, large and varied segments of the population will be directly and indirectly involved; and

WHEREAS, the contracts for the construction of the Metro Rail Project will be awarded in accordance with the provisions of Federal OMB Circular A-102 and Section 20223, et seq. of the Public Contract Code of the State of California; and Sections 3070 through 3097, Sections 1720 et seq. and 1770 et seq. of the Labor Code of the State of California; and

WHEREAS, the work to be done will require maximum cooperation from the many groups who will be involved; and

WHEREAS, large numbers of skilled and unskilled workers will be required in the performance of the construction work, including those to be represented by unions affiliated with the Los Angeles County Building and Construction Trades Council, AFL-CIO, and all affiliated local unions of the Council, employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, SCRTD, the Unions and Employers would be best served if the construction work proceeded in an orderly manner without disruption because of work stoppages or slowdowns of any kind, strikes, sympathy strikes, jurisdictional disputes, picketing, handbilling or labor strife.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1

DEFINITIONS

1.1 The term "SCRTD" means the Southern California Rapid Transit District, a public agency of the State of California.

1.2 The term "Metro Rail Project" means the SCRTD rail rapid transit system to be constructed, including right of way, pavement, tracks, structure, busways, equipment, appurtenances and other property of the SCRTD. (See Attachments 1 and 2.)

1.3 The term "Unicon" or "Unions" means the Los Angeles County Building and Construction Trades Council, AFL-CIO and its affiliated local unions, both individually and collectively.

1.4 The term "Employer" means those contractors and subcontractors who perform construction work on the Metro Rail Project under contract terms and conditions which incorporate this Continuation of Work Agreement.

1.5 The term "construction work" means all work (including demolition) that is necessary for the on-site fabrication and implacement of the Metro Rail Project. It is recognized and agreed by the parties hereto that such construction work is required to be let by SCRTD pursuant to the procedures set forth in Section 20230, et seq. of the Public Contract Code of the State of California.

1.6 The term "contractor" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which as an independent contractor has entered into a contract with the SCRTD or any of its contractors or subcontractors of any tier, with respect to the construction of the Metro Rail Project under contract terms and conditions which incorporate this Continuation of Work Agreement.

1.7 The term "manufacturer" shall mean any individual, firm, partnership or corporation, or any combination thereof, which manufactures any product used on the Metro Rail Project, and the terms and conditions as used herein include employees, representatives, contractors of any tier and all other persons acting on behalf of the manufacturer.

1.8 The term "prevailing wages" shall be determined in accordance with Labor Code Section 1770 et seq. and applicable federal law, and shall include wages, hours, apprenticeship and established fringe benefits.

## ARTICLE -2

### PURPOSE

2.1 The purpose of this Agreement is to insure that all construction work and installation on the Metro Rail Project shall proceed economically, efficiently, continuously, without interruption in accordance with all

applicable federal and state laws pertaining to wages, hours, benefits, health and safety.

ARTICLE 3

SCOPE OF AGREEMENT

3.1 This Continuation of Work Agreement shall be applicable to all contractors/employers performing construction work on the Metro Rail Project, the SCRTD and the Los Angeles County Building and Construction Trades Council, AFL-CIO, and all affiliated local unions.

3.2 This Agreement is not intended to, and does not cover the operation or maintenance of the Rapid Transit System.

3.3 This Agreement shall not apply to executives, managerial employees, engineering employees (including inspectors), supervisors, (except those covered by existing collective bargaining agreements) timekeepers, office and clerical employees.

3.4 This Agreement is not intended to supersede existing collective bargaining agreements between any employer performing construction work on the Metro Rail Project and a union, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreement, in which event, the provisions of this Agreement shall prevail and be applied to work on the Metro Rail Project.

ARTICLE 4

EFFECT OF AGREEMENT

4.1 By executing this Agreement, the Unions and the SCRTD agree to be bound by each and all of the provisions of this Agreement.

4.2 By accepting any award of construction work, either as contractor or subcontractor on any part of the job site of the Metro Rail Project, each employer agrees to be bound by each and every provision of this Agreement.

4.3 At the time that any employer enters into a subcontract with a lower tier subcontractor providing for the performance of construction work it shall provide a copy of this agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of construction work on any part of the job site of the Metro Rail Project to be bound by each and every provision of this Agreement.

ARTICLE 5

JOINT LABOR MANAGEMENT OVERSIGHT COMMITTEE

5.1 A Joint Labor Management Oversight Committee shall be established under this Agreement consisting of four representatives selected by the SCRTD, including one who shall be the contracting officer or his designee, and four representatives selected by the Los Angeles County Building and Construction Trades Council, AFL-CIO (Council)

one of whom shall be Executive Secretary of the Council or his designee. Upon execution of this Agreement the parties shall designate their appointees to this Committee. The function of the Joint Labor Management Oversight Committee shall be to monitor the SCRTD's enforcement of compliance by all employers with federal and state law relating to the payment of prevailing wages to employees working on the Metro Rail Project. The staff of the SCRTD shall provide to the Committee such records to the extent provided in Labor Code Section 1776(d), for its continuing monitoring of full compliance with federal and state law relating to the payment of prevailing wages on the Metro Rail Project, as shall be necessary for the Committee to perform its function. The Committee shall recommend to the contracting officer or designee procedures to enforce compliance with prevailing state and federal wage laws.

5.2 Any complaints which are made directly to the Joint Labor Management Oversight Committee shall be referred to the staff of the SCRTD for investigation and processing in accordance with Labor Code Section 1770, et seq. and applicable federal prevailing wage law. Such complaints shall be investigated and processed promptly.

5.3 If the staff of the SCRTD finds a violation of federal and/or state law relating to prevailing

wages, the staff shall promptly make a report of such violation to the contracting officer or designee.

5.4. Based upon a finding of violation by the contracting officer or designee of federal and/or state law relating to prevailing wages, and upon seven working days written notice given to contractors that said employers engaged by contractors are in violation of federal or state law relating to prevailing wages, the contracting officer or designee in the absence of the employer remedying such violation will, pursuant to Labor Code Section 1727, withhold payments to employers, and pursuant to Labor Code Sections 1775 and 1776, assess penalties, against employers.

Additionally, in accordance with a stipulation in the agreement between the SCRTD and the employer, the contracting officer or designee may cause the employer to remove from the job site an employer who is in violation of the prevailing wage.

5.5 Should the employer remedy the violation of state or federal law relating to prevailing wages within a seven working day period from the date notice is given by the contracting officer or designee to said employer as set forth in paragraph 5.4 above, then said employer shall not be removed from the job site by the contracting officer or designee for that violation.



5.6 The Joint Labor Management Oversight Committee shall be advised monthly by the contracting officer through the SCRTD staff of any actions taken against any employers for violation or alleged violations of the prevailing wage provisions of federal or state law.

5.7 Inasmuch as willful failure to pay union trust fund payments specified in Section 227 of the Labor Code of the State of California, in accordance with specific provisions of agreements between unions and employers is a violation of Labor Code Section 227, withholding of services by employees of delinquent employers who have failed to make payments to union trust funds for established fringe benefits shall not be considered a violation of this Agreement provided such withholding of services shall not be accompanied by (a) picketing and/or handbilling and/or advising the public of the existence of a labor dispute against the delinquent employer, and/or (b) any conduct prohibited by Article 6 and or 7 against other employers.

Before withholding services by employees from the delinquent employer, the appropriate union shall notify the employer involved, the contractor and the SCRTD by written notice immediately of any delinquency to any union trust fund for payments to funds specified in Labor Code Section 227 for established fringe benefits so that the delinquency can be remedied without the necessity of withholding of

services by employees of the delinquent employer. Immediate notice shall be defined as seven (7) working days written notice in advance of any action by any union to withhold services by employees from a delinquent employer.

ARTICLE 6

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

6.1 The Union, SCRTD and Employers agree that, for the duration of the Metro Rail Project:

(1) There shall be no actual or threatened strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, at the job sites of the Metro Rail Project or at any other facility of the SCRTD because of a dispute on the Metro Rail Project, by Unions or employees employed on the Metro Rail Project.

(2) Similarly, as to employees employed on the Metro Rail Project, there shall be no lockout of any kind, or threats to engage in a lockout by an Employer covered by this Agreement.

(3) In the event that the job is not completed by an Employer by the termination date of its current collective bargaining agreement between the Employer and the Union, and the Union gives notice of demands for a new or modified collective bargaining agreement, which agreement

would be effective after said termination date, the Union agrees that it will not strike the Employer on said job and that the current collective bargaining agreement shall continue in full force and effect until a new or modified collective bargaining agreement is reached between the Union and the Employer. At such time as the Employer and the Union consummate a new or modified collective bargaining agreement, the Employer shall adopt said agreement as its own agreement with the Union and shall apply all the new wage rates, fringe benefit contributions and all other terms and conditions of employment contained in said new agreement between said Employer and the Union retroactively to the termination date of said current agreement between the Employer and the Union with respect to the employees represented by the Union and employed on the Metro Rail Project.

(4) In the event of an actual or threatened strike, work stoppage, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, or lockout in violation of this Agreement, compliance with and/or exhaustion of the procedures in Article 9, Grievance Procedure, shall not be a precondition to any party bound to this Agreement commencing or maintaining any action in a court of competent jurisdiction for injunctive or other relief for violation of this Article 6.

ARTICLE 7

JURISDICTIONAL DISPUTES

7.1 There shall be no actual or threatened strikes, sympathy strikes, work stoppages, slowdowns, picketing or handbilling or otherwise advising the public that a labor dispute exists or interference with the progress of the work by reason of a jurisdictional dispute or disputes.

7.2 Jurisdictional disputes shall be settled under the procedures set forth in provisions of existing collective bargaining agreements for resolution of jurisdictional disputes where such collective bargaining agreements provide for a final and binding method of resolving jurisdictional disputes. If no final and binding procedures exist between an Employer and a Union who are bound to this Agreement, then any jurisdictional dispute shall be settled under the procedure set forth in Article 9, Grievance Procedure. If any Union or Employer fails to immediately and fully comply with a final decision rendered in any jurisdictional dispute, the SCRTD, the Employer or the Union shall have the immediate right to seek full legal redress for such conduct including, but not limited to, injunctive relief and/or damages.

7.3 If there is an actual or threatened strike, sympathy strike, work stoppage, slowdown, picketing,

handbilling or otherwise advising the public that a labor dispute exists or interference with the progress of the work by reason of a jurisdictional dispute or disputes, the SCRTD and/or any Employer affected by said Union conduct shall have the right to seek full legal redress in the Courts of California, including injunctive relief and damages, without first complying with or exhausting the procedures set forth in Article 7.2 and/or Article 9 for the resolution of such jurisdictional disputes.

ARTICLE 8

MANAGEMENT RIGHTS

8.1 The Employers shall retain full and exclusive authority for the management of their operations, including the right to direct their working force in their sole prerogative. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

8.2 Nothing in this Agreement shall be construed to limit the SCRTD or Employer's right to select the lowest bidder it deems qualified for the award of contracts or subcontracts or material or equipment purchase orders on the Metro Rail Project.

8.3 It is recognized that certain equipment of a highly technical and specialized nature will have to be installed at the Metro Rail Project. The nature of this

equipment, together with requirements of manufacturer's warranty, dictate that it be prefabricated, prepiped and/or prewired and that it be installed under the supervision and direction of Owner's (SCRTD) and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 Regular Grievance Procedure

Any question or dispute involving the interpretation and/or application of this Agreement other than a question or dispute determined under Article 9.2 shall be resolved pursuant to the following regular grievance procedure and the SCRTD shall not be a party to the Article 9.1 grievance procedure, except in any matter regarding the interpretation or application of Article 5.

Step 1: Any grievance shall be submitted in writing by a grieving party or parties to the other party or parties within five (5) calendar days of the occurrence of the grievance or when the grieving party or parties had knowledge or reasonably should have known of the facts giving rise to the grievance, or the grievance will be deemed barred and waived. Upon receipt of said written notification of the grievance, the party against whom the grievance is filed shall, within a period not to exceed five (5) working days, respond to the grievance in writing and

make an effort to settle the dispute with the grieving party.

Step 2: If the issue is not resolved within twenty (20) calendar days from the date of its original submission, the Employer and the Union involved shall agree to submit said issue to arbitration for resolution. The following shall constitute the agreed procedure in submitting issues to arbitration:

(a) The parties agree that the following named arbitrators shall serve on a rotational basis in the order listed below on any cases referred to arbitration under this procedure.

- |                      |                      |
|----------------------|----------------------|
| (1) Robert Steinberg | (2) Melvin Lenard    |
| (3) Robert Leventhal | (4) Edna St. Francis |
| (5) Julius Draznin   | (6) Lionel Richman   |
| (7) Philip Tamoush   |                      |

If any of the above Arbitrators are unavailable or unable to serve in turn, the parties agree that the next available arbitrator shall serve in a particular case without affecting the established sequence of rotation. In the event that any of the arbitrators listed above become permanently incapacitated, deceased or notify the SCRTD and the Council that the arbitrator no longer wishes to serve as an arbitrator under this Agreement, the SCRTD and the Council shall select their

replacement or replacements within twenty-four (24) hours of such notification, unless the period for such selection is extended by mutual agreement.

(b) The arbitrator shall set the date for the hearing at a date mutually agreeable to the parties.

(c) The parties further agree:

(1) that each party shall be responsible for any expenses in connection with the presentation of its case;

(2) that all other expenses of arbitration shall be borne equally by the parties;

(3) that the arbitrator shall render a written decision or award within a time limit to be agreed upon by the parties, and the decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall not have the power or authority to add to or modify or subtract from the terms of this Agreement or any written agreement made supplementary hereto or declare invalid, inoperable or unenforceable any provision of this Agreement.

9.2 Expedited Grievance Procedure

Any question or dispute involving the interpretation and/or application of Articles 6 and/or 7 of the Agreement, or involving any actual or threatened strike,



sympathy strike, work stoppage, picketing, handbilling or otherwise advising the public of the existence of a labor dispute or a lockout shall be resolved pursuant to the following expedited grievance procedure:

(a) Any party bound to this Agreement, including the SCRTD, Employers and Unions may invoke this procedure by simultaneously notifying Lionel Richman and Julius Draznin, who shall serve as permanent arbitrators under Article 9.2 of the existence of a grievance subject to this expedited grievance procedure.

(b) The permanent arbitrators shall rotate in assignments of cases with Lionel Richman serving as the permanent arbitrator in the first case to be processed under this procedure.

(c) In the event that either permanent arbitrator is unavailable or unable to serve, the other permanent arbitrator shall serve on the particular case and the unavailable permanent arbitrator shall serve on the next case.

(d) In the event both permanent arbitrators are temporarily unavailable or unable to serve as permanent arbitrators on a particular case, the parties shall meet within twenty-four (24) hours of the notification that a grievance exists under the expedited grievance procedure, to select an arbitrator from the remaining list of arbitrators

set forth in Article 9.1, Step 2(a) to act as permanent arbitrator for the particular case.

(e) In the event either or both permanent arbitrators become permanently incapacitated, deceased or notify the SCRTD and the Council that the arbitrator no longer wishes to serve as a permanent arbitrator under this Agreement, the SCRTD and the Council shall select their replacement or replacements within twenty-four (24) hours of such notice of permanent incapacity, death or notification unless the period for such selection is extended by mutual agreement.

(f) Notice to the permanent arbitrator of the existence of a grievance under this procedure shall be by the most expeditious means available, with notice by telegram to the other party alleged to be in violation of this Agreement.

(g) Upon receipt of said notice, the permanent arbitrator who is to hear the grievance shall set and hold a hearing within twenty-four (24) hours if it is contended by the moving party that a violation of Article 6 and/or 7 still exists, unless such period of time for the holding of the hearing is extended by mutual agreement evidenced in writing and signed by both parties.

(h) The permanent arbitrator shall notify the parties by telegram of the place and time the permanent

arbitrator has chosen for this hearing. Said hearing shall be completed in one session. The failure of any party or parties to attend such hearing shall not delay the hearing of evidence or issuance of an award by the permanent arbitrator.

(i) The sole issue at the hearing shall be whether or not a violation of Article 6 and/or Article 7 has in fact occurred and the permanent arbitrator shall have no authority to consider any manner of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the award. The permanent arbitrator may order cessation of the violation of Article 6 and/or Article 7 and such award shall be served on all parties by hand or certified mail upon issuance.

(j) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance herewith to the extent permitted by law are waived by parties to whom they accrue.

(k) The fees and expenses of the permanent arbitrator shall be divided equally between the moving party or parties and the party or parties respondent.

(l) The permanent arbitrator shall not have the power or authority to add to or modify or subtract from the terms of this Agreement or any written agreement made supplementary hereto or to declare invalid, inoperable or unenforceable any provisions of Articles 6 and/or 7 of this Agreement.

ARTICLE 10

SAVINGS CLAUSE

10.1 If any article or provision of this Agreement except Articles 5, and/or 6, and/or 7 shall be declared invalid, inoperative or unenforceable by competent authority of the executive, legislative, judicial or administrative branch of the federal or state government, the SCRTD, the Employer and the Unions shall suspend the operation of such article or provision during the period of this invalidity and the SCRTD and the Unions shall substitute, by mutual agreement, in its place and stead, an article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the article or provision in question.

10.2 If any article or provision of this Agreement except substantive provisions of Articles 5,

and/or 6, and/or 7 as defined in Section 10.3 below, shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

10.3 With regard to the substantive provisions of Articles 5, 6 and 7 of this Agreement, should the court of competent jurisdiction (the Court), declare any of the substantive provisions of Articles 5, and/or 6, and/or 7 invalid, inoperable or unenforceable, the provisions of such article or articles shall be suspended upon issuance from the Court of a final decision and the SCRTD and the Unions shall meet to negotiate language to replace the language declared invalid, inoperable or unenforceable. Such replacement language shall meet the objections of the Court to the language declared invalid, inoperable or unenforceable and shall be in accord with the intent and purpose of the article or provision in question.

Unless Article V remains in full force and effect pending appeal, should the SCRTD and the Unions fail to

reach agreement on substitute language for a substantive provision of Article 5 declared invalid, inoperable or unenforceable by the Court, then the Unions may terminate this Agreement by giving SCRTD ninety (90) days written notice of its intent to terminate this Agreement. The SCRTD shall notify all employers in writing of the Unions' notice of intent to terminate this Agreement.

Unless Articles 6 and/or 7 shall remain in full force and effect pending appeal, should the SCRTD and the Unions fail to reach agreement on substitute language for a substantive provision of Articles 6 and/or 7 declared invalid, inoperable or unenforceable by the Court, then the SCRTD may terminate this Agreement by giving the Unions and employers bound to this Agreement ninety (90) days written notice of its intent to terminate this Agreement.

The term "substantive provisions" as used in this Article 10.3 shall mean those provisions of Articles 5, and/or 6, and/or 7 which have a direct relationship to and whose existence is essential to carrying out the specific purpose and intent of the SCRTD and the Unions in entering into each of these Articles of Agreement. The specific purpose and intent of Article 5 is to provide for a joint labor management oversight committee to monitor the SCRTD's

enforcement of employer compliance with the prevailing wage laws and to set forth applicable sanctions under state law and contract stipulations to ensure enforcement of the prevailing wage laws on the Metro Rail Project.

The specific purpose and intent of Articles 6 and 7 is to expressly prohibit all forms of work stoppages, strikes, sympathy strikes, lockouts and jurisdictional disputes which result in work stoppages and work interruptions during the term of the Metro Rail Project. The specific purpose and intent of the parties is that work on the Metro Rail Project continue without interruption due to labor disputes.

Should any court hold Articles 5, and/or 6, and/or 7 of this Agreement invalid, inoperable or unenforceable, to the extent permitted by law, Articles 5, and/or 6, and/or 7 of this Agreement shall remain in full force and effect pending any appeal and the SCRTD and the Union shall meet at the time such appeal is filed to endeavor to negotiate language which addresses the concerns of the lower court and moots the appeal.

10.4 The SCRTD, Unions and employers bound to this Agreement under Article 4 shall be bound to each and every provision of any substitute language or article agreed

to between SCRTD and the Unions in accordance with this Article 10.

ARTICLE 11

MISCELLANEOUS PROVISIONS AND  
SUCCESSORSHIP AND ASSIGNS CLAUSE

11.1 Wherever the singular is utilized in this Agreement, it shall also include the plural.

11.2 This Agreement shall be binding and inure to the benefit of the SCRTD, employers, unions and their successors and assigns.

ARTICLE 12

TERM OF AGREEMENT

12.1 This Agreement shall become effective June 1984, or upon the start of the first construction work on the Metro Rail Project, whichever comes first, and shall continue in full force and effect until the completion of the Metro Rail Project.



Fred Klein

James J. Maffey

G. W. Dutton

Robert J. Louche

Alvin Perry King

John W. Taylor

Richard L. McVern

Patrick M. Callahan

Joseph L. Eichholtz

Sam. H. H. H.

Ernie King

Ray DeNance

Stanley H. Grayson

Walter B. Murray

John P. Mitchell

Walter B. Murray

James Mundy

Samuel Uggel

Richard D. Martin

Peter Kukuba

Phil. Cass

L. B. Meyer  
Pending I.O. approval.

Art D. Gregorio

C. W. Langford

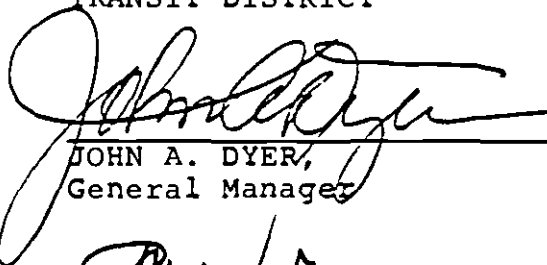
Arthur James


Grant Mitchell


IN WITNESS WHEREOF, the parties have affixed their signatures on this date first herein mentioned.


SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT

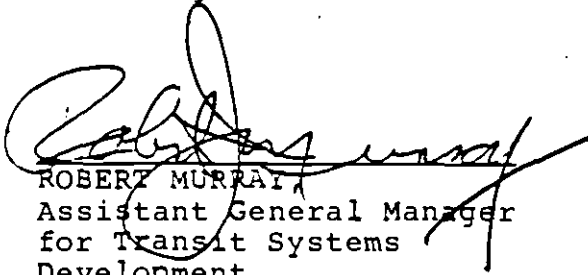
LOS ANGELES BUILDING AND  
CONSTRUCTION TRADES COUNCIL,  
AFL-CIO

  
\_\_\_\_\_  
JOHN A. DYER,  
General Manager

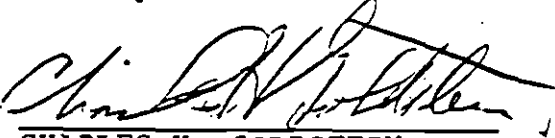
  
\_\_\_\_\_  
V.C. "BUD" MATHIS,  
Executive Secretary

  
\_\_\_\_\_  
JOHN W. RICHESON,  
Assistant General Manager  
for Management

  
\_\_\_\_\_  
M.E. "RED" MARTINEZ,  
Assistant to Executive  
Secretary and Business  
Representative

  
\_\_\_\_\_  
ROBERT MURRAY,  
Assistant General Manager  
for Transit Systems  
Development

  
\_\_\_\_\_  
ARTHUR "ART" CAROLAN,  
Business Representative

  
\_\_\_\_\_  
CHARLES H. GOLDSTEIN,  
Special Labor Counsel  
to the SCRTD

  
\_\_\_\_\_  
RONALD T. KENNEDY,  
Business Representative

  
\_\_\_\_\_  
CHARLES E. LYLES  
Business Representative

Alfred [unclear]  
Frank [unclear]

Bruce Parkhurst  
Paul [unclear]

Joe Marquez  
Steve Kelly

Mike [unclear]

James F. Almond

Joe Ward

Richard H. Lawson

Samy Burkett

Ray [unclear]

Almond [unclear]

[unclear]

David E. Sklar

Boyd [unclear]

John F. Moore

[unclear]

[unclear]

[unclear]

[unclear]

S/FRED KLEIN  
Tile Layers & Terrazzo Workers  
Local Union #18

S/G.H. ORTEGA  
Sheet Metal Workers Local Union  
#108

S/CALVIN EMERY by James McLaren  
Plumbers Local Union #78

S/DOUGLAS J. MCCARROLL  
Carpenters Local Union #1506  
(Drywall, Acoustical, etc.)

S/JOSEPH C. EICKHOLT  
Los Angeles District Council  
of Carpenters

S/SWEDE BERG  
Heat, Frost Insulators Local  
Union #5

S/STANLEY L. GRAYDON  
Int'l. Rep. of Sheet Metal  
Workers Int'l. Assoc.

S/JOHN L. MITCHELL  
Roofers Local Union #36

S/JESUS MENDEZ  
Cement Masons Local Union #893

S/RICHARD D. MARTINO  
Teamsters Local Union #420

S/PHIL VACA  
Plasterers & Cement Masons  
District Council & Local #627

S/L.B. MEYER (pending I.O. approval)  
Electricians Local Union #11

S/C. W. LANSFORD  
Iron Workers International Rep.

S/JAMES J. DUFFY  
Sprinkler Fitters Local Union #709

S/ROBERT J. SMITH  
Carpenters Local Union #1052

S/JACK W. TAYLOR  
Tile Helpers Local Union #11

S/PATRICK M. CALHOUN  
Int'l. Rep. of Tile Finishers  
International Union

S/JESSE MARTINEZ  
Carpenters Local Union #1976

S/RAY DENAMUR by L. Small  
Painters District Council #36

S/MICHAEL W. SCHWAB  
Pile Drivers Local Union #2375  
(Carpenters Union)

S/WALTER D. MURRAY  
Millwrights Local Union #1607  
(Carpenters Union)

S/PAVEL URGEL  
Carpenters International Rep.

S/PETER VERKERKE  
Glaziers Local Union #636

S/LOUIE J. NELSON  
Bricklayers Local Union #2

S/ART DIGREGGIO  
Plasterers Local Union #2

S/ARTHUR J. STAMMERS  
Lathers Local Union #42-L  
(Carpenters Union)

S/GRANT MITCHELL  
Sign & Pictorial Painters  
Local Union #831

S/ALFRED ZAMARRIPA  
Plumbers Local Union #345

S/BRUCE PARKHURST  
Iron Workers Local Union #416

S/FRANK GURULE'  
Millmen Local Union #710  
(Carpenters Union)

S/BART BOATWRIGHT  
Resilient Floor and Decorative  
Covering Local Union #1247

S/JOE MARQUEZ  
Painters Local Union #1798

S/MIKE QUEVEDO, JR  
Laborers Local Union #300

S/STEVE BILLY  
Operating Engineers Local Union  
#12

S/JAMES F. ALMOND  
Carpenters Local Union #1913

S/JOE WARD  
Iron Workers Local Union #433

S/RICHARD N. SLAWSON  
United Association Local Union  
#250

S/GARRY BURKETT  
Sheet Metal Workers Local  
Union #75

S/RAY M. WILSON  
So. Calif. District Council of  
Laborers

S/MANUEL YANEZ  
Teamsters Local Union #396

S/STUART J. NAISMITH  
Plumbers & Fitters Local Union  
#761

S/DARRELL E. SHELTON  
Iron Workers Local Union #509

S/BOYD McDOUGALL  
Gunitite Workers Local Union #345

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EVERETT A. TREADWAY  
General President  
COLUMBIA, MD

JEROME A. MULLETT  
Assistant to the General President  
COLUMBIA, MD

JOHN N. RUSSELL  
General Secretary-Treasurer  
COLUMBIA, MD

GEORGE W. KOCH, JR.  
First Vice-President  
NEW YORK, NY

J. D. PEOPLES  
Second Vice-President  
HOUSTON, TX

# International Union of Elevator Constructors

Affiliated with the AFL-CIO

RECEIVED  
JUN 29 1984  
GENERAL OFFICES  
Clark Building  
Suite 530

J. W. R.  
5565 Sterrett Place  
Columbia, Md. 21044

TELEPHONE (301) 997-9000

RALPH F. BERGSTROM  
Third Vice-President  
CHICAGO, IL

HECTOR E. RUEDA  
Fourth Vice-President  
SAN FRANCISCO, CA

ROBERT E. DERR  
Fifth Vice-President  
LOS ANGELES, CA

J. WARNER BAXTER  
Sixth Vice-President  
OAKVILLE, ONTARIO, CANADA

RUSSELL G. HANSBOROUGH  
Seventh Vice-President  
WASHINGTON, DC

RICHARD W. SCARIOT  
Eighth Vice-President  
MIAMI, FL

June 20, 1984

Mr. John A. Dyer, General Manager  
Southern California Rapid Transit District  
425 South Main Street  
Los Angeles, CA 90013

Re: Los Angeles Metro Rail Project

Dear Mr. Dyer:

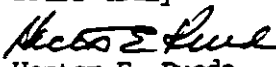
This letter is to confirm my verbal commitment, regarding the Elevator Constructors work assignments.

The International Union of Elevator Constructors, hereby assures and guarantees, that our members, during the construction of the Los Angeles Metro Rail Project, will not engage in any work stoppage, picketing, slowdown of any kind, for any reason at the Metro Rail job sites.

In the event that our Standard Agreement expires before the completion of the Metro Rail Project, the IUEC shall not strike any of these job sites where our employer or employers have contracted for installations of components covered by our Labor Agreement; provided that the employer agrees to these conditions and the current Standard Agreement remains in force and effect. Provided further, that upon consummation of a new Standard Agreement between the Elevator Constructors and the National Elevator Industry Inc. Employer Group; the Employer shall adopt the new one retroactively to the termination date of the one currently in force.

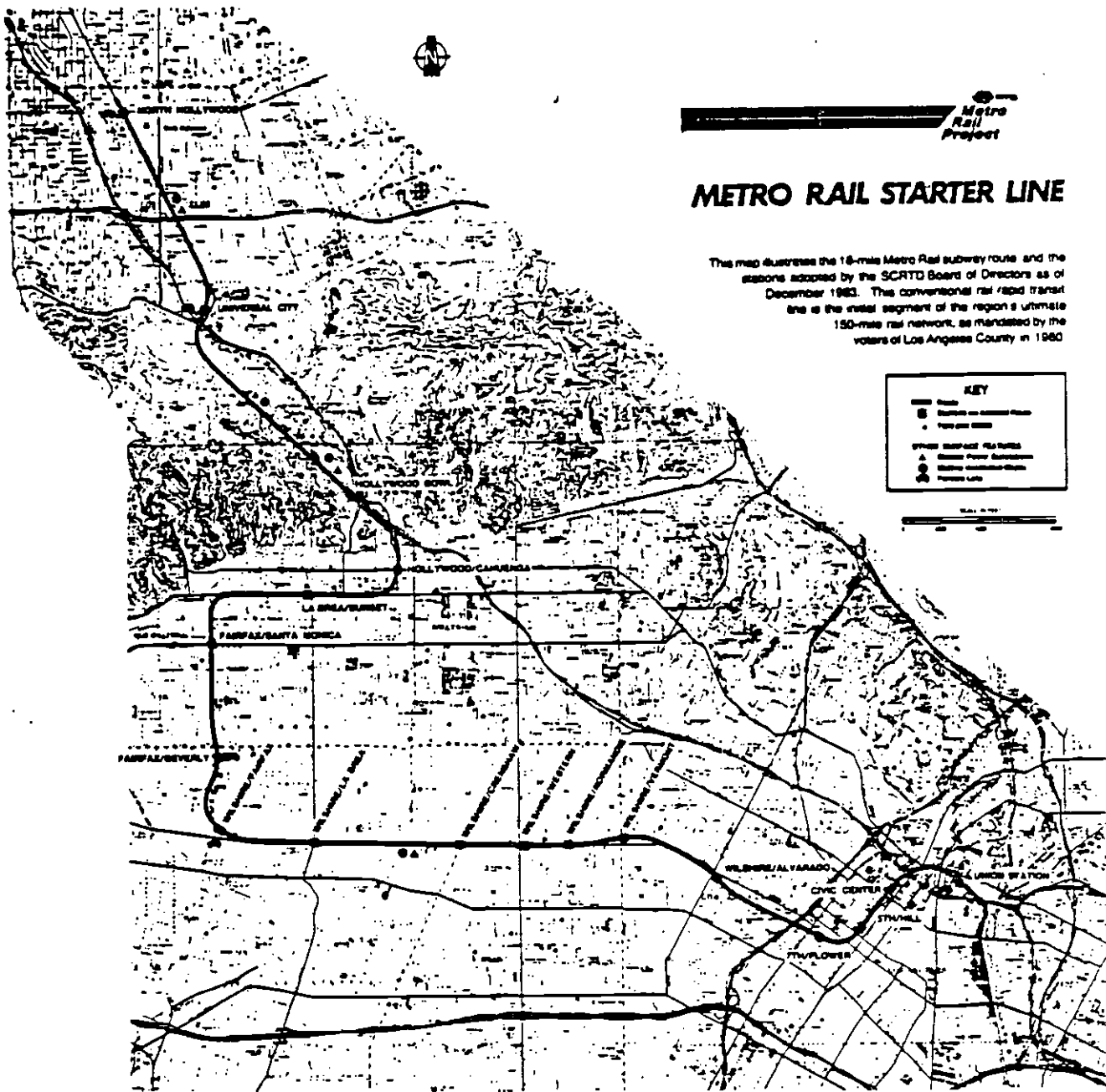
The International Union of Elevator Constructors solemnly assures the Southern California Rapid Transit District Management, that the Elevator Constructors will do all in their power to see the completion of all the work assigned to us, in a smooth and continuous operation under the provisions of our Standard Agreement.

Yours truly

  
Hector E. Rueda  
Regional Director.

cc: Bud Mathis, Los Angeles BTC Executive Secretary  
Jack Parker, Local 18 Business Manager  
John N. Russell, General Secretary Treasurer.

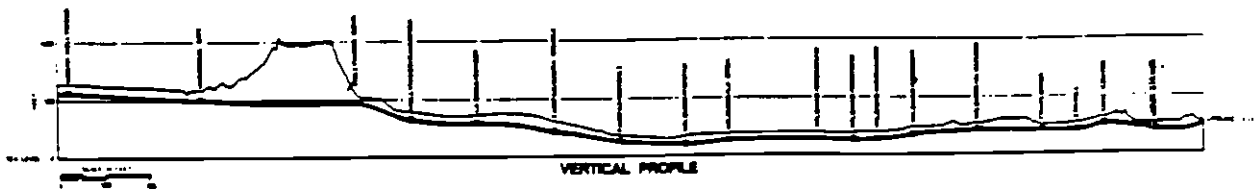
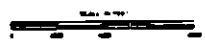
Continuation of Work Agreement



# METRO RAIL STARTER LINE

This map illustrates the 16-mile Metro Rail subway route and the stations adopted by the SCRTD Board of Directors as of December 1983. This conventional rail rapid transit line is the initial segment of the region's ultimate 150-mile rail network, as mandated by the voters of Los Angeles County in 1980.

KEY	
	Subway
	Proposed Subway Extension
	Station
	Transfer Station
	Transfer Station
	Transfer Station
	Transfer Station



ATTACHMENT 1



#### WHAT IS METRO RAIL?

Metro Rail is the initial segment of a 150 mile rail rapid transit system planned to serve the greater Los Angeles region. This "Starter Line" is 18.6 miles in length linking important centers in downtown Los Angeles, the Wilshire Corridor, Hollywood and the San Fernando Valley.

#### WHO IS INVOLVED?

The Los Angeles City Planning Department is currently involved in preparing land use plans at the following stations:

Wilshire & Alvarado  
Wilshire & Vermont  
Wilshire & Normandie  
Wilshire & Western  
Wilshire & Crenshaw  
Wilshire & La Brea  
Wilshire & Fairfax  
Beverly & Fairfax  
Universal City (part)

The Los Angeles City Planning Commission, City Council and Mayor must review & approve all plans for the above stations.

The Los Angeles City Planning Department, Department of Transportation and other City Departments have been under contract with the Southern California Rapid Transit District since August 1977 as a partner in the Metro Rail Project.

The Community Redevelopment Agency of the City of Los Angeles is in charge of planning at the following stations:

Union Station  
First & Hill  
Fifth & Hill  
Seventh & Flower  
Sunset & La Brea  
Hollywood & Cahuenga  
Chandler & Lankershim

The Los Angeles County Regional Planning Department is involved in planning at the following stations:

Santa Monica & Fairfax  
Universal City (part)

The Southern California Rapid Transit District is the lead agency for Metro Rail and will construct and operate the system. They also coordinate, participate in and partially fund the planning activities of the planning agencies named above.

The Southern California Association of Governments is a regional planning agency which prepares and coordinates regional plans and forecasts regional population estimates and growth locations. They are involved in the regional planning implications of the "Starter Line" and ultimate 150 mile transit system.

The Los Angeles County Transportation Commission is responsible for coordinating and planning all rail transportation facilities in the County, including Metro Rail. They will also partially fund the construction of the total 150 mile system.

The Urban Mass Transit Authority is a federal agency within the U.S. Department of Transportation which approves the planning, construction and funding of Metro Rail.

ATTACHMENT 2

Exhibit 5

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

MINIMUM WAGE RATES

STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY

DEPARTMENT OF TRANSPORTATION

# GENERAL PREVAILING WAGE RATES

AS DETERMINED BY THE  
DIRECTOR OF INDUSTRIAL RELATIONS

APRIL 1989

Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, **may be required** to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

QUESTIONS PERTAINING TO PREDETERMINED WAGE RATES SHOULD BE DIRECTED TO:

Division of Labor Statistics & Research  
P. O. Box 603  
San Francisco, CA 94101  
Phone: (415) 557-0561

QUESTIONS PERTAINING TO APPRENTICABLE CRAFTS SHOULD BE DIRECTED TO:

Division of Apprenticeship Standards  
P. O. Box 603  
San Francisco, CA 94101  
Phone: (415) 557-0261

SUBSCRIPTION/RENEWAL NOTICE

GENERAL PREVAILING WAGE RATES

This publication is issued by Quarters: January, April, July and October.

Yearly and/or quarterly subscriptions are on a PRE-PAID basis only. Please call (916) 445-2249 for any further information. The current charge for this publication is \$3.18 per book or \$12.72 for four quarters, tax included.

If you only need one copy of this publication, please contact our Publications Office at (916) 445-3520. Single copies may also be purchased from our Plans Counter at 1120 N Street, Room 39, in Sacramento.

REQUESTS FOR SUBSCRIPTIONS AND/OR RENEWALS WITH PREPAYMENT SHOULD BE SENT TO:

DEPARTMENT OF TRANSPORTATION  
CALTRANS CASHIER  
ATTENTION WAGE RATE SUBSCRIPTIONS  
ROOM 3403  
P. O. BOX 942874  
SACRAMENTO, CA 94274-0001

-----  
Return with payment

\_\_\_\_ Please add my organization to the subscription list. Enclosed is my payment in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_ book(s).

\_\_\_\_ Please renew my subscription. Enclosed is my payment in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_ books(s) per quarter. Please indicate any changes in your order.

\_\_\_\_ Please check here if you have had an address or name change. Please indicate former address or name.

\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ATTENTION \_\_\_\_\_

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

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE (    ) \_\_\_\_\_

DEPARTMENT OF INDUSTRIAL RELATIONS  
 DIVISION OF LABOR STATISTICS AND RESEARCH  
 525 GOLDEN GATE AVENUE  
 SAN FRANCISCO



JULY 15, 1988

ADDRESS REPLY TO:  
 P.O. BOX 603  
 SAN FRANCISCO, CA 94101  
 (415) 557-0561

Dear Public Official:

In addition to the general wage determinations you have been receiving from the Director on a regular basis, the following classifications are also covered under prevailing wage law and may require special determinations. Each special determination is issued for a particular project and is good only for the life of that project.

Covered Job Classifications

Agricultural Fence Constructor	Porcelain Refinisher
Apparatus Service Technician	Refuse Hauler
Appliance Repair Worker	Septic Tank Cleaner
Boat Operator	Shelf Installer
Concrete Sculptor	Ship Rebuilder
Diesel Engine Repair Technician	Shipwright Carpenter
Groundskeeper Technician	Sign Builder
Hopper Blower Operator	Sign Electrician
Housemover (Northern California)	Sign Painter
Inversion Lining (Sewer Rehabilitation)	Smoke Detector Installer
Landfill Equipment Operator	Sound Signal Technician
Landscape Maintenance Laborer	(where not in the General Determinations)
Light Fixture Cleaner	Stage Curtain Installer
Locksmith	Stationary Engineer
Maintenance Mechanic	Street Light Maintenance Technician
Motor Rewinder	Traffic Signal Maintenance Technician
Overhead Door Service Technician	Truck Scale Repairer
Pest Control Worker	Upholsterer
(when structural work is involved)	Water Meter Mechanic/Serviceeman
Pool Maintenance Worker	

Residential projects consisting of single-family homes and apartments up to and including four stories are also covered under prevailing wage law and may require a special determination.

Please request special prevailing wage determinations 45 days prior to the date you wish to begin advertising for bids. Include in your request, the project name or bid number, the classifications needed, the bid advertisement date, and the location of the project(s).

To obtain information on prevailing wage rates for classifications that do not appear on the general determinations or on this list, please contact the Prevailing Wage Unit, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, California 94101. Requests for special wage determinations must be made by the Awarding Body.

Sincerely,

Christine Baker  
 Chief



DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS AND RESEARCH  
525 GOLDEN GATE AVENUE  
SAN FRANCISCO



ADDRESS REPLY TO:  
P.O. BOX 603  
SAN FRANCISCO, CA 94101

August 22, 1988

IMPORTANT NOTICE  
FOR PREVAILING WAGE INTERESTED PARTIES

This is a revision of the recognized holidays footnote which appears on every State of California General Prevailing Wage Determination. This footnote is being revised to reflect a recent decision by the Office of Administrative Law which was approved by the Governor's office.

These changes apply to all projects advertised for bids on or after September 1, 1988. Please inform those in your organization who are responsible for prevailing wage compliance that this new footnote now applies:

**Recognized holidays:** Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

Sincerely,

A handwritten signature in cursive script that reads "Christine Baker".

Christine Baker  
Chief

A small, rectangular stamp or mark, possibly a date stamp, located at the bottom center of the page.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

INDEX

BASIC TRADE RATES

Statewide

Boilermaker-Blacksmith..... 1  
 Iron Worker (Tulare County)..... 1A  
 Iron Worker..... 2  
 Electrical Utility Lineman<sup>a</sup>..... 2A  
 Telephone Installation Worker..... 2B-2B6  
 Boilermaker-Blacksmith (for storage tank erection and repair)..... 2C  
 Sewer Maintenance..... 2D  
 Tree Trimmer..... 2E

Southern California<sup>b</sup>

Asbestos Worker, Heat and Frost Insulator<sup>c</sup>..... 3  
 Asbestos Removal Worker..... 3A  
 Burglar Alarm Installer<sup>d</sup>..... 4A  
 Carpenter..... 4  
 Cement Mason..... 20  
 Dredger (Operating Engineer)<sup>d</sup>..... 10  
 Drywall Installer (Carpenter)..... 5  
 Elevator Constructor<sup>d</sup>..... 6  
 Fence Constructor (Laborer)..... 18  
 Fire Alarm Installer..... 4B  
 Guniting Worker (Laborer)..... 16  
 Housemover (Laborer)..... 17  
 Laborer..... 13  
 Landscape Irrigation Laborer..... 18A  
 Landscape Operating Engineer..... 10C  
 Mechanic<sup>d</sup>..... 12  
 Operating Engineer..... 7  
 Parking and Highway Improvement Painter<sup>e</sup>..... 19  
 Pile Driver (Operating Engineer)..... 10A  
 Steel, Tank and Machinery Erection (Operating Engineer)<sup>d</sup>..... 11  
 Teamster..... 21  
 Tunnel Worker (Laborer)..... 15

If you cannot find a job classification needed to execute a contract in the Director's general prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 603, San Francisco, CA 94101, (415) 557-0561. Because it may necessitate a wage survey, you should allow 45 days prior to the bid advertisement date for such requests. Include in your request the project name or bid number, the classifications needed, job description if available, the bid advertisement date, and location of the project(s).

Los Angeles County ..... 97

- a Excludes Del Norte, Modoc, and Siskiyou Counties.
- b Imperial, Inyo, Kern, Los Angeles, Mono; Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.
- c Includes San Diego County; excludes Mono County.
- d Includes San Diego County.
- e Includes Fresno, Kings, San Diego, and Tulare Counties; excludes Inyo and Mono Counties.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, ENERGY, HEAVY CONSTRUCTION AND MARINE PROJECTS

Craft: (Boilermaker-Blacksmith)

Determination: C-14-X-2-89-1  
Issue date: February 22, 1989

Expiration date of determination: MARCH 31, 1989\*. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated into contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates (415) 557-0561.

Locality: All localities within the State of California

Classification (Journey person)	Basic straight- time hourly rate	Employer payments					Straight-time		Overtime hourly rate				
		Health and welfare	Pension	Vacation/ holiday	Training	Other payments	Hours	Total hourly rate	Daily 1 1/2x	2x	Saturday 1 1/2x	2x	Sunday and holiday
Boilermaker-Blacksmith	\$22.61	\$2.15	\$1.50	<sup>c</sup> \$1.05	\$1.10	-	8	\$27.41	<sup>a</sup> \$39.24	\$51.07	<sup>b</sup> \$39.24	\$51.07	\$51.07

(Except storage tank erection and repair — see page 2c)

\*Indicates an apprenticeship craft. Rates for apprentices will be furnished upon request.

<sup>a</sup>Rate applies to the first 2 overtime hours.

<sup>b</sup>Rate applies to the first 10 hours worked.

<sup>c</sup>Contribution is factored at the applicable overtime multiplier for each overtime hour worked.

Note: Training and trust fund contributions for crafts and classifications in apprenticeship occupations are required to be made in accordance with the appropriate joint apprenticeship training standards set forth in Labor Code Section 1773.5. If the appropriate rates are not specified by a determination, they may be ascertained by contacting the appropriate Joint Apprenticeship Training Committee or the local office of the Division of Apprenticeship Standards.

Recognized Holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

Travel and subsistence payments: The contractor shall make all travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #IRON WORKER

DETERMINATION: C-830-20-88-1

ISSUE DATE: AUGUST 22, 1988

EXPIRATION DATE OF DETERMINATION: AUGUST 31, 1989\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH (415) 557-0561 FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN TULARE COUNTY

Minimum Wage Rates  
8 of 76

CLASSIFICATION (JOURNEYPERSON)	EMPLOYER PAYMENTS					STRAIGHT-TIME	OVERTIME HOURLY RATE	
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VAC/HOL	TRAINING AND/OR OTHER	TOTAL HOURLY RATE	HOURS	1 1/2X DAILY
IRONWORKER	\$10.00	\$1.40	.25	-	-	8	\$11.65	\$16.65

# INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.

TRAVEL AND SUBSISTENCE PAYMENTS: FOR JOBS OVER 65 MILES FROM BASE POINT, SUBSISTENCE IS \$10.00 PER DAY AND TRAVEL IS \$.24 PER MILE. TRAVEL TIME IS PAID AT THE STRAIGHT TIME HOURLY RATE AT THE RATE OF 55 MILES PER HOUR.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: IRON WORKER

DETERMINATION: C-20-X-1-88-1

ISSUE DATE: AUGUST 22, 1988

EXPIRATION DATE OF DETERMINATION: JUNE 30, 1989\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH (415) 557-0561 FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA EXCEPT TULARE COUNTY

CLASSIFICATION (JOURNEYPERSON)	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE			
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VAC/HOL	TRAINING	OTHER PAYMENTS	TOTAL	1/2X	2X	2X	SUNDAY/ SATURDAY HOLIDAY	
							HOURLY	DAILY	DAILY	DAILY		
IRONWORKER (ORNAMENTAL, REINFORCING, STRUCTURAL)	\$19.55	\$2.50	\$2.90	\$2.71	\$1.16	\$2.00	8	\$29.80	b39.575	\$49.35	\$49.35	\$49.35
FENCE ERECTOR	18.66	2.50	2.90	2.71	.14	a 2.00	8	28.91	b 38.24	47.57	47.57	47.57

\* INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.

a ANNUITY TRUST FUND.

b RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS.

NOTE: TRAINING AND TRUST FUND CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.5. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY BE ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION OF APPRENTICESHIP STANDARDS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID SHALL BE ALL LEGAL FEDERAL AND/OR STATE HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: ELECTRICAL UTILITY LINEMAN\*

DETERMINATION: C-61-X-3-88-1

ISSUE DATE: NOVEMBER 22, 1988

EXPIRATION DATE OF DETERMINATION: MAY 31, 1989\*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR SPECIFIC RATES (415) 557-0561.

LOCALITY: ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA, EXCEPT DEL NORTE, MODOC AND SISRIYOU COUNTIES.

CLASSIFICATION (JOURNEYPERSON)	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE				
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY 1 1/2x	2x	SATURDAY 1 1/2x	2x	SUNDAY AND HOLIDAY
LINEMAN, CABLE SPLICER	\$22.25	\$1.25	b\$3.50	-	\$ .22	-	8	\$27.89	-	\$50.805	-	\$50.805	\$50.805
POWDERMAN	21.14	1.25	b3.50	-	.21	-	8	26.73	-	48.51	-	48.51	48.51
GROUNDMAN	14.46	1.25	b3.50	-	.14	-	8	19.78	-	34.68	-	34.68	34.68

\*INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.

\* THE SCOPE OF WORK SHALL BE: ALL OUTSIDE WORK ON ELECTRICAL TRANSMISSION LINES, SWITCHYARDS AND SUBSTATIONS, AND OUTSIDE WORK IN ELECTRICAL UTILITY DISTRIBUTION SYSTEMS OWNED, MAINTAINED AND OPERATED BY MUNICIPALITIES OR GOVERNMENTAL AGENCIES.

b IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE HOURLY RATE IS ADDED TO THE TOTAL DAILY AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD

NOTE: TRAINING AND TRUST CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.5. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION APPRENTICESHIP STANDARDS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

DETERMINATION: C-422-X-1-88-2

ISSUE DATE: AUGUST 22, 1988

EXPIRATION DATE OF DETERMINATION: AUGUST 5, 1989\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH (415) 557-0561 FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, CONTRA COSTA, LOS ANGELES, MARIN, ORANGE, SAN DIEGO, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

CRAFT/CLASSIFICATION	STEP b	EMPLOYER PAYMENTS					STRAIGHT-TIME HOURS	TOTAL HOURLY RATE	OVERTIME 1 1/2X d
		BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VAC/HOL c	TRAINING			
TELEPHONE INSTALLATION WORKER a	1	\$7.15	\$.93	\$.91	\$1.50	-	8	\$9.49	\$13.065
	2	7.76	.93	.91	.69	-	8	10.29	14.17
	3	8.44	.93	.91	.75	-	8	11.03	15.25
	4	9.16	.93	.91	.81	-	8	11.81	16.39
	5	9.96	.93	.91	.88	-	8	12.68	17.66
	6	10.81	.93	.91	.96	-	8	13.61	19.015
	7	11.75	.93	.91	1.04	-	8	14.63	20.505
	8	12.76	.93	.91	1.13	-	8	15.73	22.11
	9	13.87	.93	.91	1.23	-	8	16.94	23.875
	10	15.06	.93	.91	1.33	-	8	18.23	25.76
	11	16.36	.93	.91	1.45	-	8	19.65	27.83

a INCLUDES TELEPHONE INSTALLING, PBX INSTALLING, AND SYSTEMS TECHNICIAN. DOES NOT APPLY TO THE INSTALLATION OF JUNCTION BOXES OR CONDUITS FOR LINE VOLTAGE WIRE OR TO THE PULLING, INSTALLATION, OR CONNECTION OF LINE VOLTAGE WIRE OR CABLES.

b THE TIME INTERVAL BETWEEN STEPS IS SIX MONTHS.

c RATES APPLY TO THE FIRST SIX YEARS OF EMPLOYMENT ONLY: FOR EMPLOYMENT OVER SEVEN YEARS, \$1.76 PER HOUR WORKED; FOR EMPLOYMENT OVER FIFTEEN YEARS, \$2.08 PER HOUR WORKED; FOR EMPLOYMENT OVER TWENTY-FIVE YEARS, \$2.39 PER HOUR WORKED.

d RATE APPLIES TO WORK IN EXCESS OF EIGHT HOURS DAILY AND FOR ALL HOURS OVER 40. RATE APPLIES TO ALL HOURS WORKED ON SUNDAY AND HOLIDAYS

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID SHALL BE ALL LEGAL FEDERAL AND/OR STATE HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

DETERMINATION: C-422-X-1-88-2A

ISSUE DATE: AUGUST 22, 1988

EXPIRATION DATE OF DETERMINATION: AUGUST 5, 1989\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH (415) 557-0561 FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN IMPERIAL, RIVERSIDE, AND VENTURA COUNTIES

CRAFT/CLASSIFICATION	STEP b	EMPLOYER PAYMENTS					STRAIGHT-TIME HOURS	TOTAL HOURLY RATE	OVERTIME 1 1/2x d
		BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VAC/WOL c	TRAINING			
TELEPHONE INSTALLATION WORKER a	1	\$7.08	\$.93	\$.91	\$1.49	-	8	\$9.41	\$12.95
	2	7.69	.93	.91	.68	-	8	10.21	14.055
	3	8.35	.93	.91	.74	-	8	10.93	15.105
	4	9.08	.93	.91	.80	-	8	11.72	16.26
	5	9.85	.93	.91	.87	-	8	12.56	17.485
	6	10.70	.93	.91	.95	-	8	13.49	18.84
	7	11.63	.93	.91	1.03	-	8	14.50	20.315
	8	12.64	.93	.91	1.12	-	8	15.60	21.92
	9	13.73	.93	.91	1.21	-	8	16.78	23.645
	10	14.91	.93	.91	1.32	-	8	18.07	25.525
	11	16.20	.93	.91	1.43	-	8	19.47	27.57

a INCLUDES TELEPHONE INSTALLING, PBX INSTALLING, AND SYSTEMS TECHNICIAN. DOES NOT APPLY TO THE INSTALLATION OF JUNCTION BOXES OR CONDUITS FOR LINE VOLTAGE WIRE OR TO THE PULLING, INSTALLATION, OR CONNECTION OF LINE VOLTAGE WIRE OR CABLES.

b THE TIME INTERVAL BETWEEN STEPS IS SIX MONTHS.

c RATES APPLY TO THE FIRST SIX YEARS OF EMPLOYMENT ONLY: FOR EMPLOYMENT OVER SEVEN YEARS, \$1.74 PER HOUR WORKED; FOR EMPLOYMENT OVER FIFTEEN YEARS, \$2.06 PER HOUR WORKED; FOR EMPLOYMENT OVER TWENTY-FIVE YEARS, \$2.37 PER HOUR WORKED.

d RATE APPLIES TO WORK IN EXCESS OF EIGHT HOURS DAILY AND FOR ALL HOURS OVER 40. RATE APPLIES TO ALL HOURS WORKED ON SUNDAY AND HOLIDAYS

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID SHALL BE ALL LEGAL FEDERAL AND/OR STATE HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

DETERMINATION: C-422-X-1-88-28

ISSUE DATE: AUGUST 22, 1988.

EXPIRATION DATE OF DETERMINATION: AUGUST 5, 1989\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH AT (415) 557-0561 FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN ALPINE, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, HUMBOLDT, KERN, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SAN LUIS OBISPO, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, TOLO, AND YUBA COUNTIES

CRAFT/CLASSIFICATION	STEP b	EMPLOYER PAYMENTS					STRAIGHT-TIME HOURS	TOTAL HOURLY RATE	OVERTIME 1 1/2 d
		BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VAC/HOL c	TRAINING			
TELEPHONE INSTALLATION WORKER e	1	\$7.00	\$ .93	\$ .91	\$ .48	-	8	\$9.32	\$12.82
	2	7.60	.93	.91	.67	-	8	10.11	13.91
	3	8.26	.93	.91	.73	-	8	10.83	14.96
	4	8.96	.93	.91	.79	-	8	11.59	16.07
	5	9.74	.93	.91	.86	-	8	12.44	17.31
	6	10.58	.93	.91	.94	-	8	13.36	18.65
	7	11.49	.93	.91	1.02	-	8	14.35	20.10
	8	12.48	.93	.91	1.10	-	8	15.42	21.66
	9	13.55	.93	.91	1.20	-	8	16.59	23.37
	10	14.73	.93	.91	1.30	-	8	17.87	25.24
	11	15.99	.93	.91	1.41	-	8	19.24	27.24

e INCLUDES TELEPHONE INSTALLING, PBX INSTALLING, AND SYSTEMS TECHNICIAN. DOES NOT APPLY TO THE INSTALLATION OF JUNCTION BOXES OR CONDUITS FOR LINE VOLTAGE WIRE OR TO THE PULLING, INSTALLATION, OR CONNECTION OF LINE VOLTAGE WIRE OR CABLES.

b THE TIME INTERVAL BETWEEN STEPS IS SIX MONTHS.

c RATES APPLY TO THE FIRST SIX YEARS OF EMPLOYMENT ONLY: FOR EMPLOYMENT OVER SEVEN YEARS, \$1.72 PER HOUR WORKED; FOR EMPLOYMENT OVER FIFTEEN YEARS, \$2.03 PER HOUR WORKED; FOR EMPLOYMENT OVER TWENTY-FIVE YEARS, \$2.34 PER HOUR WORKED.

d RATE APPLIES TO WORK IN EXCESS OF EIGHT HOURS DAILY AND FOR ALL HOURS OVER 40. RATE APPLIES TO ALL HOURS WORKED ON SUNDAY AND HOLIDAYS

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID SHALL BE ALL LEGAL FEDERAL AND/OR STATE HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

Determination: C-422-X-10-89-1

Issue date: February 22, 1989

Expiration date of determination: September 6, 1989\* effective until superseded by a new determination issued by the Director.  
Contact the Division of Labor Statistics and Research (415) 557-0561 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Locality: All localities within Inyo, Mono, and San Bernardino Counties

Craft/ Classification Telephone Installation Worker <sup>a</sup>	Step <sup>b</sup>	Basic straight- time hourly rate	Employer payments				Straight-time		Overtime hourly rate	
			Health and welfare	Pension	Vacation/ <sup>c</sup> holiday	Training	Hours	Total Hourly Rate	1 1/2X <sup>d</sup>	2X <sup>e</sup>
	1	\$6.68	-	-	\$1.51	-	8	\$7.19	\$10.53	\$13.87
	2	7.28	-	-	.56	-	8	7.84	11.48	15.12
	3	7.93	-	-	.70	-	8	8.63	12.595	16.56
	4	8.60	-	-	.76	-	8	9.36	13.66	17.96
	5	9.35	-	-	.83	-	8	10.18	14.555	19.53
	6	10.15	-	-	.90	-	8	11.05	16.125	21.20
	7	11.02	-	-	.97	-	8	11.99	17.50	23.01
	8	11.97	-	-	1.06	-	8	13.03	19.015	25.00
	9	13.03	-	-	1.15	-	8	14.18	20.695	27.21
	10	14.13	-	-	1.25	-	8	15.38	22.445	29.51
	11	15.33	-	-	1.36	-	8	16.69	24.355	32.12

<sup>a</sup>Includes telephone installing, PBX installing, and Systems Technician. Does not apply to the installation of junction boxes or conduits for line voltage wire or to the pulling, installation, or connection of line voltage wire or cables.

<sup>b</sup>The time interval between steps is six months.

<sup>c</sup>Rates apply to the first seven years of employment only; For employment over seven years, \$1.65 per hour worked; For employment over fifteen years, \$1.95 per hour worked; For employment over twenty-five years, \$2.24 per hour worked.

<sup>d</sup>Rate applies to work in excess of a regular shift. Rate applies to all work on Sunday, except those hours which exceed 49 hours weekly.

<sup>e</sup>Rate applies to all hours which exceed 49 hours weekly.

Note: Training and trust fund contributions for crafts and classifications in apprenticeable occupations are required to be made in accordance with the appropriate joint apprenticeship training standards set forth in Labor Code Section 1777.5. If the appropriate rates are not specified by a determination, they may be ascertained by contacting the appropriate Joint Apprenticeship Training Committee or the local office of the Division of Apprenticeship Standards.

Recognized Holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

Travel and subsistence payments: The contractor shall make all travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

DETERMINATION: C-830-422-1-88-1

ISSUE DATE: JANUARY 19, 1988

EXPIRATION DATE OF DETERMINATION: DECEMBER 31, 1988\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN AMADOR AND SUTTER COUNTIES

CRAFT/CLASSIFICATION	EMPLOYER PAYMENTS					STRAIGHT-TIME		
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VAC/VOL	TRAINING	TOTAL HOURLY RATE	OVERTIME 1 1/2X	
TELEPHONE INSTALLATION WORKER <sup>a</sup>	\$7.25	\$2.46	-	\$2.47	-	8	\$8.18	\$11.81

<sup>a</sup> INCLUDES TELEPHONE INSTALLING, PBX INSTALLING, AND SYSTEMS TECHNICIAN. DOES NOT APPLY TO THE INSTALLATION OF JUNCTION BOXES OR CONDUITS FOR LINE VOLTAGE WIRE OR TO THE PULLING, INSTALLATION, OR CONNECTION OF LINE VOLTAGE WIRE OR CABLES.

OVERTIME: PURSUANT TO SECTION 1815 OF THE LABOR CODE, "WORK PERFORMED BY EMPLOYEES OF CONTRACTORS IN EXCESS OF 8 HOURS PER DAY, AND 40 HOURS PER WEEK DURING ANY WEEK, SHALL BE PERMITTED UPON PUBLIC WORK UPON COMPENSATION FOR ALL HOURS WORKED IN EXCESS OF 8 HOURS PER DAY AND IN EXCESS OF 40 HOURS PER WEEK AT NOT LESS THAN 1 1/2 TIMES THE BASIC RATE OF PAY.

RECOGNIZED HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

DETERMINATION: C-83D-422-2-88-1

ISSUE DATE: JANUARY 19, 1988

EXPIRATION DATE OF DETERMINATION: DECEMBER 31, 1988\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN DEL NORTE COUNTY

CRAFT/CLASSIFICATION	EMPLOYER PAYMENTS					STRAIGHT-TIME	
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VAC/HOL	TRAINING HOURS	TOTAL HOURLY RATE	OVERTIME 1 1/2X
TELEPHONE INSTALLATION WORKER a	\$13.91	\$1.10	-	\$ .96	-	8 \$15.97	\$22.93

a INCLUDES TELEPHONE INSTALLING, PBX INSTALLING, AND SYSTEMS TECHNICIAN. DOES NOT APPLY TO THE INSTALLATION OF JUNCTION BOXES OR CONDUITS FOR LINE VOLTAGE WIRE OR TO THE PULLING, INSTALLATION, OR CONNECTION OF LINE VOLTAGE WIRE OR CABLES.

OVERTIME: PURSUANT TO SECTION 1815 OF THE LABOR CODE, WORK PERFORMED BY EMPLOYEES OF CONTRACTORS IN EXCESS OF 8 HOURS PER DAY, AND 40 HOURS PER WEEK DURING ANY WEEK, SHALL BE PERMITTED UPON PUBLIC WORK UPON COMPENSATION FOR ALL HOURS WORKED IN EXCESS OF 8 HOURS PER DAY AND IN EXCESS OF 40 HOURS PER WEEK AT NOT LESS THAN 1 1/2 TIMES THE BASIC RATE OF PAY.

RECOGNIZED HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

DETERMINATION: C-830-422-3-88-1

ISSUE DATE: JANUARY 19, 1988

EXPIRATION DATE OF DETERMINATION: DECEMBER 31, 1988\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN SANTA BARBARA COUNTY

CRAFT/CLASSIFICATION	EMPLOYER PAYMENTS					STRAIGHT-TIME	
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VAC./HOL	TRAINING	TOTAL HOURLY RATE	OVERTIME 1 1/2X
TELEPHONE INSTALLATION WORKER <sup>a</sup>	\$11.00	-	-	\$ .47	-	8 \$11.47	\$16.97

<sup>a</sup> INCLUDES TELEPHONE INSTALLING, PBX INSTALLING, AND SYSTEMS TECHNICIAN. DOES NOT APPLY TO THE INSTALLATION OF JUNCTION BOXES OR CONDUITS FOR LINE VOLTAGE WIRE OR TO THE PULLING, INSTALLATION, OR CONNECTION OF LINE VOLTAGE WIRE OR CABLES.

OVERTIME: PURSUANT TO SECTION 1815 OF THE LABOR CODE, "WORK PERFORMED BY EMPLOYEES OF CONTRACTORS IN EXCESS OF 8 HOURS PER DAY AND 40 HOURS PER WEEK DURING ANY WEEK, SHALL BE PERMITTED UPON PUBLIC WORK UPON COMPENSATION FOR ALL HOURS WORKED IN EXCESS OF 8 HOURS PER DAY AND IN EXCESS OF 40 HOURS PER WEEK AT NOT LESS THAN 1 1/2 TIMES THE BASIC RATE OF PAY.

RECOGNIZED HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR STORAGE TANK ERECTION AND REPAIR

CRAFT: #BOILERMAKER-BLACKSMITH

DETERMINATION: C-14-X-0-00-1

ISSUE DATE: NOVEMBER 22, 1988

EXPIRATION DATE OF DETERMINATION: JANUARY 31, 1989\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR. CONTACT THE LABOR STATISTICS AND RESEARCH AT (415) 557-0561 FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA.

CLASSIFICATION (JOURNEYPERSON)	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE				
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY 1 1/2X	2X	SATURDAY 1 1/2X	2X	SUNDAY AND HOLIDAY
BOILERMAKER-BLACKSMITH (STORAGE TANK ERECTION)	\$21.60	\$2.15	\$1.25	<sup>c</sup> \$1.00	\$.10	-	8	\$26.10	<sup>a</sup> \$37.40	\$48.70	<sup>b</sup> \$37.40	\$48.70	\$48.70
BOILERMAKER-BLACKSMITH (STORAGE TANK REPAIR)	21.60	2.15	1.25	<sup>c</sup> 1.00	.10	-	8	26.10	<sup>a</sup> 37.40	48.70	<sup>b</sup> 37.40	48.70	48.70

# INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.

<sup>a</sup> RATE APPLIES TO THE FIRST 2 OVERTIME HOURS.

<sup>b</sup> RATE APPLIES TO THE FIRST 10 HOURS WORKED.

<sup>c</sup> CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED.

NOTE: TRAINING AND TRUST CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.5. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION APPRENTICESHIP STANDARDS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 and 1773.1

Craft: <sup>##</sup>Sewer Maintenance

Determination: C-261-853-52-87-2

Issue date: May 22, 1987

Expiration date of determination: June 15, 1987<sup>a</sup>, effective until superseded by a new determination issued by the Director. Contact the Division of Labor Statistics and Research (415) 957-0561 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Locality: All localities within the State of California.

Classification (Journey person)	Employer payments						Straight-time		Overtime hourly rate	
	Basic straight- time hourly rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total hourly rate	Daily 1 1/2X	Sunday and holiday 2X
Sewer Maintenance Laborer	\$11.00	\$1.25	\$ .42	\$8.21	\$ .25	-	8	<sup>b</sup> \$13.13	<sup>b</sup> \$18.63	\$24.13
Sewer Maintenance Helper	9.90	1.25	.42	8.19	.23	-	8	<sup>b</sup> 11.99	<sup>b</sup> 16.94	21.89

Note: Applies to sewer maintenance work such as: Hydraulic Cleaner Operator and sewer inspection such as TV Grout Technician. Does not apply to sewer construction or sliplining.

<sup>##</sup>Craft is not apprenticesable.

<sup>a</sup>Rate applies to the first year of employment only; after two years of employment - Laborer - \$0.42 per hour worked (Helper - \$0.38 per hour); after ten years of employment - Laborer - \$0.63 per hour worked (Helper - \$0.57 per hour); after 20 years of employment - Laborer - \$0.85 per hour worked (Helper - \$0.76).

<sup>b</sup>Computation is based on first year of employment only. These rates should be increased by any applicable vacation increase as described in footnote "a".

Recognized holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all legal federal and/or state holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

Travel and subsistence payments: The contractor shall make travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8.

MINIMUM WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TREE TRIMMER/CLIMBER/REMOVER

DETERMINATION: C-TT-88-2

ISSUE DATE: AUGUST 22, 1988

EXPIRATION DATE OF DETERMINATION: DECEMBER 31, 1988\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH (415) 557-0561 FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

CRAFT/CLASSIFICATION	BASIC HOURLY RATE	HEALTH AND WELFARE	EMPLOYER PAYMENTS			STRAIGHT-TIME HOURS	TOTAL HOURLY RATE	OVERTIME HOURLY RATE	
			PENSION	VACATION	HOLIDAY			DAILY 1 1/2X	DAILY 2X
AREA 1									
TREE TRIMMER	\$10.29	\$ .20	-	a \$ .515	-	8	bs \$11.005	bc \$16.15	bs \$21.295
GROUNDMAN FIRST 6 MONTHS	6.59	.20	-	.33	-	8	7.12	c 10.415	13.71
AFTER 6 MONTHS	7.06	.20	-	d .35	-	8	b 7.61	bc 11.14	b 14.67
AREA 2									
TREE TRIMMER	& 7.00	-	-	e .27	.22	8	b 7.49	b 10.99	-
GROUNDMAN	& 5.90	-	-	f .11	.18	8	b 6.19	b 9.14	-
AREA 3									
TREE TRIMMER	11.01	.20	-	g .72	-	8	b 11.93	b 17.435	-
GROUNDMAN FIRST 6 MONTHS	6.44	.20	-	.42	-	8	7.06	10.28	-
AFTER 6 MONTHS	6.93	.20	-	h .45	-	8	b 7.58	b 11.045	-

ISSUE DATE: AUGUST 22, 1988

EXPIRATION DATE OF DETERMINATIONS: DECEMBER 31, 1989\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH (415) 557-0561 FOR THE NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

CRAFT/CLASSIFICATION	STEP 1		HEALTH AND WELFARE	EMPLOYER PAYMENTS	STRAIGHT-TIME HOURS	TOTAL HOURLY RATE	OVERTIME HOURLY RATE		
	1	2					DAILY 1 1/2X	DAILY 2X	
AREA 4									
TREE TRIMMER	1	7.47	.17	-	.14	.17	8	7.95	cj 11.685 15.42
	2	9.18	.17	-	.18	.21	8	9.74	cj 14.33 18.92
	3	10.29	.17	-	k .20	.24	8	b 10.90	bcj 16.045 b 21.19
GROUNDPERSON FIRST 6 MONTHS		5.83	.17	-	.11	.135	8	6.245	cj 9.16 12.075
AFTER 6 MONTHS		7.00	.17	-	l .135	.16	8	b 7.465	bcj 10.965 b 14.465

AREA 1 ALAMEDA, CONTRA COSTA, DEL NORTE, FRESNO, HUMBOLDT, KINGS, LAKE, MADERA, MARIN, MENDOCINO, MERCED, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, SONOMA, STANISLAUS AND TULARE COUNTIES. (REF: 61-1245-12)

AREA 2 INYO, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES.

AREA 3 IMPERIAL AND SAN DIEGO COUNTIES. (REF: 61-465-5)

AREA 4 ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, GLENN, LASSEN, MARIPOSA, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, TUOLUMNE, YOLO AND YUBA COUNTIES. (REF: 61-1245-18)

2E

THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION

# CRAFT IS NOT APPRENTICEABLE

- a RATE APPLIES TO FIRST 2 YEARS OF SERVICE; \$.75 AFTER 2 YEARS; \$.95 AFTER 10 YEARS.
- b COMPUTATION IS BASED ON FIRST YEARS OF EMPLOYMENT. THIS RATE SHOULD BE INCREASED BY ANY APPLICABLE VACATION INCREASE AS STATED IN OTHER FOOTNOTES.
- c RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH SATURDAY AND THE FIRST 8 HOURS WORKED ON THE 7TH CONSECUTIVE WORKDAY. ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE. A NORMAL NON-WORK DAY IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- d RATE APPLIES TO FIRST 2 YEARS OF SERVICE; \$.52 AFTER 2 YEARS; \$.65 AFTER 10 YEARS.
- e RATE APPLIES TO FIRST 10 YEARS OF SERVICE; \$.40 AFTER 10 YEARS; \$.54 AFTER 15 YEARS.
- f RATE APPLIES TO THE FIRST 2 YEARS OF SERVICE; \$.23 AFTER YEARS; \$.34 AFTER 5 YEARS; \$.45 AFTER 10 YEARS.
- g RATE APPLIES TO THE FIRST 3 YEARS OF SERVICE; \$.97 AFTER 3 YEARS; \$1.19 AFTER 11 YEARS.
- h RATE APPLIES TO THE FIRST 2 YEARS OF SERVICE; \$.57 AFTER 3 YEARS; \$.69 AFTER 11 YEARS.
- i THE TIME INTERVAL BETWEEN STEPS IS TWELVE MONTHS.
- j RATE ALSO APPLIES TO ALL WORK ON HOLIDAYS IN ADDITION TO HOLIDAY PAY.
- k RATE APPLIES TO FIRST 3 YEARS OF SERVICE; \$.40 AFTER THREE YEARS.
- l RATE APPLIES TO FIRST 3 YEARS OF SERVICE; \$.27 AFTER THREE YEARS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID SHALL BE ALL LEGAL FEDERAL AND/OR STATE HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: 4 ASBESTOS WORKER, HEAT AND FROST INSULATOR**

LOCALITY: ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES.

DETERMINATION: SC-3-5-1-88-2

ISSUE DATE: NOVEMBER 22, 1988

EXPIRATION DATE OF DETERMINATION: SEPTEMBER 11, 1989\*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR SPECIFIC RATES (415) 557-0561.

CLASSIFICATION (JOURNEYPERSON)	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE				
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY 1 1/2x	2x	SATURDAY 1 1/2x	2x	SUNDAY AND HOLIDAY
MECHANIC	\$23.60	\$2.00	\$3.50	-	\$1.15	\$5.03	8	\$29.32	\$41.14	\$52.96	\$41.14	\$52.96	\$41.14

DETERMINATION: SC-3-5-2-88-2

ISSUE DATE: NOVEMBER 22, 1988

EXPIRATION DATE OF DETERMINATION: MARCH 19, 1990\*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR SPECIFIC RATES (415) 557-0561.

**MAINTENANCE WORKER \***

0-1000 WORKING HOURS	6.50	.60	-	-	-	-	8	7.10	10.43	-	10.43	-	13.43
1001-3000 WORKING HOURS	8.75	.60	-	-	-	-	8	9.43	13.805	-	13.805	-	16.805
OVER 3,000 WORKING HOURS	9.50	1.10	-	-	-	-	8	11.00	16.03	-	16.03	-	19.03

\* INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.

† OCCUPATIONAL HEALTH AND RESEARCH.

‡ RATE APPLIES TO THE FIRST 2 OVERTIME HOURS.

§ RATE APPLIES TO FIRST 8 HOURS WORKED ON NEW CONSTRUCTION. APPLIES TO ALL SATURDAY HOURS ON MAINTENANCE AND ASBESTOS ABATEMENT PROJECTS.

¶ \$76.60 PER HOUR FOR WORK ON LABOR DAY. FOR MAINTENANCE AND ASBESTOS ABATEMENT PROJECTS, SUNDAYS MAY BE WORKED AT THE TIME AND ONE HALF RATE, BUT HOLIDAYS ARE PAID AT THE DOUBLE TIME RATE.

• THE RATIO OF MAINTENANCE WORKERS TO MECHANICS SHALL NOT EXCEED FIVE TO ONE, EXCEPT ON ASBESTOS ABATEMENT PROJECTS WHERE THE RATIO OF MAINTENANCE WORKERS TO MECHANICS SHALL NOT EXCEED EIGHT TO ONE. THIS CLASSIFICATION INCLUDES INSULATION MAINTENANCE, RENOVATION, REPAIR AND ASBESTOS REMOVAL. DOES NOT APPLY TO NEW CONSTRUCTION WHICH IS TRADITIONALLY HANDLED BY THE MECHANIC CLASSIFICATION.

• \$20.18 PER HOUR FOR WORK ON LABOR DAY.

• \$26.93 PER HOUR FOR WORK ON LABOR DAY.

• \$30.88 PER HOUR FOR WORK ON LABOR DAY.

NOTE: TRAINING AND TRUST FUND CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.5. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY BE ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION OF APPRENTICESHIP STANDARDS.

NOTE: ASBESTOS REMOVAL WORKERS MUST BE TRAINED AND THE WORK CONDUCTED ACCORDING TO THE CODE OF FEDERAL REGULATIONS 29 CFR 1926.58, THE CALIFORNIA LABOR CODE 6501.5 AND THE CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 5208. CONTRACTORS MUST BE CERTIFIED BY THE CONTRACTORS'S STATE LICENSE BOARD AND REGISTERED WITH THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (DOSH). FOR FURTHER INFORMATION, CONTACT THE OCCUPATIONAL CARCINOGEN CONTROL UNIT, DOSH AT (415) 557-2037.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Asbestos Removal Worker

Determination: SC-ARW-830-3-1-88-1

Issue date: February 22, 1988

Expiration date of determination: March 2, 1989\*, effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 557-0561 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

	Basic straight-time hourly rate	Health and Welfare	Employer Payments			Straight-time		Overtime
			Pension	Vacation/holiday	Training	Hours Total hourly rate	Daily 1 1/2x rate	
<u>Imperial County</u>								
Asbestos Removal Worker:	\$8.00	\$.44	\$.64	a \$.54	—	8	b \$9.62	b \$13.62
<u>Inyo, Kern, San Luis Obispo, and Santa Barbara counties</u>								
Asbestos Removal Worker:	10.00	.44	.80	c .67	—	8	b 11.91	b 16.91
<u>Los Angeles, Orange, Riverside, San Bernardino and Ventura counties</u>								
Asbestos Removal Worker:	10.25	.44	.82	d .69	—	8	b 12.20	b 17.325
Helper (Riverside, Orange and Ventura counties only):	8.15	.44	.65	e .55	—	8	b 9.79	b 13.865

- (a) Rate applies to the first six years of employment only: \$.69 after six years, \$.85 after 11 years.
- (b) Computation is based on the lowest vacation amount. These rates should be increased by any additional Vacation/Holiday pay that is required.
- (c) Rate applies to the first six years of employment only: \$.87 after six years, \$1.06 after 11 years.
- (d) Rate applies to the first six years of employment only: \$.89 after six years, \$1.09 after 11 years.
- (e) Rate applies to the first six years of employment only: \$.71 after six years, \$.87 after 11 years.

Note: Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractor's State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Occupational Carcinogen Control Unit, DOSH at (415) 557-2037.

Recognized holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all legal federal and/or state holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: CARPENTER AND RELATED TRADES

DETERMINATION: SC-23-31-2-89-1

ISSUE DATE: FEBRUARY 22, 1989

EXPIRATION DATE OF DETERMINATION: JUNE 30, 1990\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH (415) 357-0541 FOR NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE. IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES.

CLASSIFICATION (JOB/TYPE/PERSON)	EMPLOYER PAYMENTS				STRAIGHT-TIME		OVERTIME HOURLY RATE					
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	HOURS	TOTAL HOURLY RATE	DAILY		SATURDAY <sup>3</sup>		SUNDAY AND HOLIDAY
								1 1/2X	2X	1 1/2X	2X	
<b>* AREA 1</b>												
CARPENTER <sup>1</sup> , CABINET INSTALLER SHINGLER, BRIDGE OR DOCK CARPENTER AND CABLE SPLICER.	\$21.93	2.45	1.01	0.41	0.00	8	25.90	36.873	-	36.873	-	47.85
DRIVERMAN <sup>2</sup> DERRICK BERGEMAN, ROCKSLINGER, ASSISTANT TENDER	22.08	2.45	1.01	0.41	0.00	8	26.03	37.07	-	37.07	-	48.11
HARDWOOD FLOOR WORKER												
ACCUSTICAL INSTALLER	22.15	2.45	1.01	0.41	0.00	8	26.10	37.175	-	37.175	-	48.25
MILLWRIGHT	22.43	2.45	1.01	0.41	0.00	8	26.40	37.625	-	37.625	-	48.85
SAW FILER	22.03	2.45	1.01	0.41	0.00	8	25.90	36.995	-	36.995	-	48.01
TABLE POWER SAW OPERATOR	22.05	2.45	1.01	0.41	0.00	8	26.00	37.025	-	37.025	-	48.03
PNEUMATIC NAILER OR POWER STAPLER	22.20	2.45	1.01	0.41	0.00	8	26.13	37.25	-	37.25	-	48.33
ROOF LOADER OF SHINGLES	15.46	2.45	1.01	0.41	0.00	8	19.41	27.14	-	27.14	-	34.87
HEAD ROCKSLINGER	22.18	2.45	1.01	0.41	0.00	8	26.13	37.22	-	37.22	-	48.31
ROCK BARGEON OR SCOMMAN	21.98	2.45	1.01	0.41	0.00	8	25.95	36.92	-	36.92	-	47.91
DIVER, NET (UP TO 50 FT DEPTH)	49.16	2.45	1.01	0.41	0.00	8	53.11	677.49	102.27	677.49	102.27	102.37
DIVER, (STAND-BY)	24.36	2.45	1.01	0.41	0.00	8	28.53	40.82	53.11	40.82	53.11	53.11
DIVER'S TENDER, MANIFOLD TECHNICIAN	23.58	2.45	1.01	0.41	0.00	8	27.53	39.32	53.11	39.32	51.11	51.11
<b>* AREA 2</b>												
CARPENTER <sup>1</sup> , CABINET INSTALLER SHINGLER	21.38	2.45	1.01	0.41	0.00	8	25.33	36.02	-	36.02	-	46.71
BRIDGE OR DOCK CARPENTER AND CABLE SPLICER, FILE	21.51	2.45	1.01	0.41	0.00	8	25.46	36.215	-	36.215	-	46.97
DRIVERMAN <sup>2</sup> DERRICK BERGEMAN, ROCKSLINGER, ASSISTANT TENDER	22.08	2.45	1.01	0.41	0.00	8	26.03	37.07	-	37.07	-	48.11
HARDWOOD FLOOR WORKER												
ACCUSTICAL INSTALLER	21.58	2.45	1.01	0.41	0.00	8	25.53	36.32	-	36.32	-	47.11
SAW FILER	21.46	2.45	1.01	0.41	0.00	8	25.41	36.14	-	36.14	-	46.87
TABLE POWER SAW OPERATOR	21.48	2.45	1.01	0.41	0.00	8	25.43	36.17	-	36.17	-	46.91
PNEUMATIC NAILER OR POWER STAPLER	21.63	2.45	1.01	0.41	0.00	8	25.58	36.395	-	36.395	-	47.21
ROOF LOADER OF SHINGLES	15.06	2.45	1.01	0.41	0.00	8	19.01	26.54	-	26.54	-	34.07

<sup>1</sup> INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.

\* AREA 1 - IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES.

AREA 2 - INYO, KERN, AND MONO COUNTIES.

<sup>3</sup> SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME RATES IF A JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.

<sup>4</sup> WHEN PERFORMING WELDING WORK REQUIRING CERTIFICATION, CARPENTERS AND FILE DRIVERS WILL RECEIVE AN ADDITIONAL \$.50 PER HOUR.

<sup>5</sup> RATE APPLIES TO THE FIRST 4 OVERTIME HOURS.

<sup>6</sup> RATE APPLIES TO THE FIRST 8 HOURS.

<sup>7</sup> RATE ALSO APPLIES TO AREA 2 COUNTIES.

<sup>8</sup> SHALL RECEIVE A MINIMUM OF 8 HOURS PAY FOR ANY DAY OR PART THEREOF.

<sup>9</sup> FOR SPECIFIC RATES OVER 50 FT DEPTH, CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH.

NOTE: TRAINING AND TRUST FUND CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.5. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY BE ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION OF APPRENTICESHIP STANDARDS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Burglar Alarm Installer

Determination: SC-BAI-830-61-1-88-1

Issue date: May 22, 1988

Expiration date of determination: May 31, 1989\*, effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 557-0561 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

	Basic straight-time hourly rate	Health and Welfare	Employer Payments			Straight-time Hours	Total hourly rate	Overtime Daily 1 1/2x
			Pension	Vacation/holiday	Training			
<u>Kern, Los Angeles, Orange, Riverside, San Luis Obispo and Santa Barbara Counties</u>								
Installer	\$10.00	\$.49	---	a \$.42	---	8	b \$10.91	b \$15.91
Helper (Kern Co only)	7.00	.61	---	c .29	---	8	b 7.90	b 11.40
<u>Imperial County</u>								
Installer	10.80	.35	---	d .75	---	8	b 11.90	b 17.30
<u>San Bernardino and San Diego Counties</u>								
Installer	12.50	.44	---	e .77	---	8	b 13.71	b 19.96
<u>Ventura County</u>								
Installer	11.75	1.21	---	f .50	---	8	b 13.46	b 19.335
Helper	6.00	.40	---	g .26	---	8	b 6.66	b 9.66

- (a) \$.61 after two years of service, \$.81 after five years of service.
- (b) Computation is based on the lowest vacation amount. These rates should be increased by any additional vacation/holiday pay that is required.
- (c) \$.43 after two years of service. Thereafter add \$.03 per hour for each additional year of service.
- (d) \$.95 after two years of service, \$1.16 after three years of service.
- (e) \$1.01 after four years of service, \$1.54 after 12 years of service.
- (f) \$.72 after three years of service, \$.95 after 10 years of service.
- (g) \$.37 after four years of service.

Recognized holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all legal federal and/or state holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Fire Alarm Installer

Determination: SC-FAI-810-61-1-88-1

Issue date: November 22, 1988

Expiration date of determination: August 31, 1989\*, effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 557-0561 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

	Basic straight-time hourly rate	Health and Welfare	Employer Payments			Straight-time Hours	Overtime	
			Pension	Vacation/holiday	Training		Total hourly rate	Daily 1 1/2x rate
<u>Imperial County</u>								
Installer:	10.80	.35	—	a .84	—	8	b 11.99	b 17.39
<u>Kern County</u>								
Installer:	\$10.00	\$ .61	—	c \$.42	—	8	b \$11.03	b \$16.03
Helper:	7.00	.61	—	d .29	—	8	b 7.90	b 11.40
<u>Los Angeles, Orange, Riverside, San Bernardino and San Diego Counties</u>								
Installer:	12.50	.44	—	e .91	—	8	b 13.85	b 20.10
Helper (Los Angeles County only):	5.00	—	—	.22	—	8	5.22	7.72
<u>San Luis Obispo County:</u>								
Installer:	11.50	1.90	—	f .57	—	8	b 13.97	b 19.72
<u>Ventura County</u>								
Installer:	11.75	1.21	—	g .50	—	8	b 13.46	b 19.335
Helper:	6.00	.40	—	h .26	—	8	b 6.66	b 9.66
<u>Santa Barbara County:</u>								

For this county please refer to the county determination for Electrician, Inside Wireman.

- (a) \$1.04 after two years of service, \$1.25 after three years of service.
- (b) Computation is based on the lowest vacation amount. These rates should be increased by any additional Vacation/Holiday pay that is required.
- (c) \$.61 after two years of service. Thereafter add \$.04 per hour for each additional year of service.
- (d) \$.43 after two years of service. Thereafter add \$.03 per hour for each additional year of service.
- (e) \$1.15 after four years of service, \$1.39 after 12 years of service.
- (f) \$.79 after two years of service, \$1.01 after 6 years of service.
- (g) \$.72 after three years of service, \$.95 after 10 years of service.
- (h) \$.37 after four years of service.

Recognized holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: #Drywall Installer (Carpenter)

Determination: SC-31-X-16-89-1

Issue date: February 22, 1989

Expiration date of determination: July 31, 1989\* Effective until superseded by a new determination issued by the Director. Contact the Division of Labor Statistics and Research (415) 557-0561 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

All localities within: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

Classification (Journey person)	Basic straight- time hourly rate	Employer payments					Straight-time		Overtime hourly rate				
		Health and welfare	Pension	Vacation/ holiday	Training	Other payments	Hours	Total hourly rate	Daily 1 1/2X 2X	Saturday 1 1/2X 2X	Sunday and holiday		
Drywall Installer	\$22.475	\$1.75	\$1.06	-	\$1.10	<sup>c</sup> \$1.35	8	\$25.735	<sup>a</sup> \$36.97	\$48.21	<sup>b</sup> \$36.97	\$48.21	\$48.21
Stocker, Scrapper	11.24	1.75	-	-	-	<sup>c</sup> .30	8	13.29	<sup>a</sup> 18.91	24.53	<sup>b</sup> 18.91	24.53	24.53

#Indicates an apprenticeable craft. Rates for apprentices will be furnished upon request.

<sup>a</sup>Rate applies to the first 3 overtime hours only.

<sup>b</sup>Rate applies to the first 8 hours only.

<sup>c</sup>Supplemental dues

Recognized Holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

Travel and subsistence payments: The contractor shall make all travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND MARINE PROJECTS

Craft: ~~Electric~~ Construction

Determination: SC-42-x-1-89-1

Issue date: February 22, 1989

Expiration date of determination: May 31, 1989\* Effective until superseded by a new determination issued by the Director. Contact the Division of Labor Statistics and Research (415) 557-0561 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

All localities within: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura counties.

Classification (Journeyman)	Employer Payments						Straight-time		Overtime Hourly Rate				
	Basic straight- time hourly rate	Health and welfare	Pension	Vacation/ holiday	Training	Other payments	Hours	Total hourly rate	Daily		Saturday		Sunday and holiday
									1 1/2X	2X	1 1/2X	2X	
Mechanic	\$23.64	\$1.945	\$1.55	\$1.42	\$.085	-	8	\$28.64	-	\$52.28	-	\$52.28	<sup>a</sup> \$52.28
Mechanic (employed in industry more than 5 years)	23.64	1.945	1.55	1.89	.085	-	8	29.11	-	52.75	-	52.75	<sup>a</sup> 52.75
Helper	16.55	1.945	1.55	.99	.085	-	8	21.12	-	37.67	-	37.67	<sup>a</sup> 37.67
Helper (employed in industry more than 5 years)	16.55	1.945	1.55	1.32	.085	-	8	21.45	-	38.00	-	38.00	<sup>a</sup> 38.00
Helper (6 months or less)	11.82	1.945	1.55	.71	.085	-	8	16.11	-	27.93	-	27.93	<sup>a</sup> 27.93

<sup>1</sup>Craft is not apprenticeable.

<sup>a</sup>Employee receives an additional 8 hours straight time pay for work on a holiday.

**Recognized Holidays:** Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

**Travel and subsistence payments:** The contractor shall make all travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

RAFT: OPERATING ENGINEER

Determination: SC-23-63-2-88-2

Issue date: November 22, 1988

Expiration date of determination: June 30, 1989\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates ((615) 557-0561).

Locality: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (JOB/TITLE/PERSON)	EMPLOYER PAYMENTS					STRAIGHT-TIME			OVERTIME HOURLY RATE						
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY		SATURDAY		SUNDAY		
									1 1/2X	2X	1 1/2X	2X	2X	2X	
CLASSIFICATION GROUPS <sup>a</sup>															
GROUP 1	22.10	2.55	3.25	1.30	.25	-	0	27.55	<sup>b</sup> 37.88	47.65	<sup>c</sup> 37.60	<sup>d</sup> 47.65	47.65	47.65	67.75
GROUP 2	22.30	2.55	3.25	1.30	.25	-	0	27.83	<sup>b</sup> 38.02	48.21	<sup>c</sup> 38.02	<sup>d</sup> 48.21	48.21	48.21	68.58
GROUP 3	22.47	2.55	3.25	1.30	.25	-	0	28.12	<sup>b</sup> 38.455	48.79	<sup>c</sup> 38.455	<sup>d</sup> 48.79	48.79	48.79	69.48
GROUP 4	22.61	2.55	3.25	1.30	.25	-	0	28.26	<sup>b</sup> 38.665	49.07	<sup>c</sup> 38.665	<sup>d</sup> 49.07	49.07	49.07	69.88
GROUP 5	22.69	2.55	3.25	1.30	.25	-	0	28.40	<sup>b</sup> 38.895	49.51	<sup>c</sup> 38.895	<sup>d</sup> 49.51	49.51	49.51	70.54
GROUP 6	22.78	2.55	3.25	1.30	.25	-	0	28.59	<sup>b</sup> 39.18	49.73	<sup>c</sup> 39.18	<sup>d</sup> 49.73	49.73	49.73	70.87
GROUP 10	22.78	2.55	3.25	1.30	.25	-	0	28.71	<sup>b</sup> 39.34	49.97	<sup>c</sup> 39.34	<sup>d</sup> 49.97	49.97	49.97	71.23
GROUP 12	22.83	2.55	3.25	1.30	.25	-	0	28.84	<sup>b</sup> 39.595	50.31	<sup>c</sup> 39.595	<sup>d</sup> 50.31	50.31	50.31	71.74
GROUP 13	22.93	2.55	3.25	1.30	.25	-	0	29.08	<sup>b</sup> 39.785	50.51	<sup>c</sup> 39.745	<sup>d</sup> 50.51	50.51	50.51	72.04
GROUP 14	22.94	2.55	3.25	1.30	.25	-	0	29.01	<sup>b</sup> 39.79	50.57	<sup>c</sup> 39.79	<sup>d</sup> 50.57	50.57	50.57	72.13
GROUP 15	22.98	2.55	3.25	1.30	.25	-	0	29.09	<sup>b</sup> 39.91	50.73	<sup>c</sup> 39.91	<sup>d</sup> 50.73	50.73	50.73	72.37
GROUP 16	22.74	2.55	3.25	1.30	.25	-	0	29.21	<sup>b</sup> 40.09	50.97	<sup>c</sup> 40.09	<sup>d</sup> 50.97	50.97	50.97	72.73
GROUP 17	22.93	2.55	3.25	1.30	.25	-	0	29.30	<sup>b</sup> 40.345	51.31	<sup>c</sup> 40.345	<sup>d</sup> 51.31	51.31	51.31	73.24
GROUP 18	22.05	2.55	3.25	1.30	.25	-	0	29.08	<sup>b</sup> 40.485	51.51	<sup>c</sup> 40.485	<sup>d</sup> 51.51	51.51	51.51	73.54
GROUP 19	22.18	2.55	3.25	1.30	.25	-	0	29.59	<sup>b</sup> 40.66	51.73	<sup>c</sup> 40.66	<sup>d</sup> 51.73	51.73	51.73	73.87
GROUP 20	22.24	2.55	3.25	1.30	.25	-	0	29.71	<sup>b</sup> 40.94	51.97	<sup>c</sup> 40.94	<sup>d</sup> 51.97	51.97	51.97	74.23
GROUP 21	22.49	2.55	3.25	1.30	.25	-	0	29.88	<sup>b</sup> 41.095	52.31	<sup>c</sup> 41.095	<sup>d</sup> 52.31	52.31	52.31	74.74
GROUP 22	22.53	2.55	3.25	1.30	.25	-	0	29.98	<sup>b</sup> 41.285	52.51	<sup>c</sup> 41.245	<sup>d</sup> 52.51	52.51	52.51	75.24
GROUP 23	22.64	2.55	3.25	1.30	.25	-	0	30.09	<sup>b</sup> 41.81	52.73	<sup>c</sup> 41.41	<sup>d</sup> 52.73	52.73	52.73	75.37
GROUP 24	22.74	2.55	3.25	1.30	.25	-	0	30.21	<sup>b</sup> 41.59	52.97	<sup>c</sup> 41.59	<sup>d</sup> 52.97	52.97	52.97	75.73
GROUP 25	22.93	2.55	3.25	1.30	.25	-	0	30.38	<sup>b</sup> 41.945	53.31	<sup>c</sup> 41.845	<sup>d</sup> 53.31	53.31	53.31	76.24

<sup>1</sup> INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.

<sup>2</sup> FOR CLASSIFICATIONS WITHIN EACH GROUP, SEE FOLLOWING PAGES.

<sup>3</sup> RATE APPLIES TO THE FIRST 8 OVERTIME HOURS.

<sup>4</sup> RATE APPLIES TO THE FIRST 12 HOURS WORKED.

<sup>5</sup> RATE ALSO APPLIES TO WORK ON SUNDAYS AND THE REMAINDER OF SATURDAY.

<sup>6</sup> 154 TO JOINT APPRENTICE TRAINING AND 160 JOINT JOURNEYMAN RETRAINING.

NOTE: TRAINING AND TRUST FUND CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.5. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY BE ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING JOINT COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION OF APPRENTICESHIP STANDARDS.

TRAVEL AND SUBSISTENCE PAYMENT: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.4.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

**GROUP 1**  
 BAARDMAN  
 BAARDMAN  
 COMPRESSOR OPERATOR  
 DITCH WITCH, WITH SEAT OR SIMILAR TYPE EQUIPMENT  
 ELEVATOR OPERATOR - INSIDE  
 ENGINEER OILER  
 GENERATOR OPERATOR  
 GENERATOR, PUMP OR COMPRESSOR PLANT OPERATOR  
 HEAVY DUTY REPAIRMAN HELPER  
 PUMP OPERATOR  
 SIGNALMAN  
 SWITCHMAN

**GROUP 2**  
 CONCRETE MIXER OPERATOR - SKIP TYPE  
 CONVEYOR OPERATOR  
 FIREMAN  
 HYDROSTATIC PUMP OPERATOR  
 OILER CRUSHER (ASPHALT OR CONCRETE PLANT)  
 ROTARY DRILL HELPER (OILFIELD)  
 SKIDLOADER (WHEEL TYPE UP TO 3/4 YD. WITHOUT ATTACHMENT)  
 SOILS FIELD TECHNICIAN  
 TAR POT FIREMAN  
 TEMPORARY HEATING PLANT OPERATOR  
 TRENCHING MACHINE OILER

**GROUP 6**  
 ASPHALT PLANT ENGINEER  
 BATCH PLANT OPERATOR  
 BIT SHARPENER  
 CONCRETE JOINT MACHINE OPERATOR (CANAL AND SIMILAR TYPE)  
 CONCRETE PLANSER OPERATOR  
 DECK ENGINE OPERATOR  
 DERAILORMAN (OILFIELD TYPE)  
 DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 100 BUCKET OR SIMILAR TYPES - MATSON 1000 AUGER OR SIMILAR TYPES - TEXOMA 130, 500 OR 600 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 45' MAXIMUM)  
 DRILLING MACHINE OPERATOR (INCLUDING WATER WELLS)  
 HYDROGRAPHIC SEEDER MACHINE OPERATOR (STRAW, PULP OR SEED)  
 JACKSON TRACK MAINTENANCE, OR SIMILAR TYPE  
 KALAMAZOO SWITCH TAMPER, OR SIMILAR TYPE  
 MACHINE TOOL OPERATOR  
 MAGNETS INTERNAL FILL SLAB VIBRATOR  
 MECHANICAL BERM, CURB OR CUTTER (CONCRETE OR ASPHALT)  
 MECHANICAL FINISHER OPERATOR (CONCRETE, CLARY-JOHNSON-OLDWELL OR SIMILAR)  
 PAVEMENT BREAKER OPERATOR  
 ROAD OIL MIXING MACHINE OPERATOR  
 ROLLER OPERATOR (ASPHALT OR FINISH)  
 RUBBER-TIRED EARTH MOVING EQUIPMENT (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK)  
 SELF-PROPELLED TAR PIPELAINING MACHINE OPERATOR  
 SKIDLOADER OPERATOR (CRAWLER AND WHEEL TYPE, OVER 3/4 YD. AND UP TO AND INCLUDING 1 1/2 YDS.)  
 SKIP FORM PUMP OPERATOR (POWER DRIVEN HYDRAULIC LIFTING DEVICE FOR CONCRETE FORMS)  
 TRACTOR OPERATOR - BULLDOZER, TAMPER-SCRAPER (SINGLE ENGINE, UP TO 100 H.P. FLYWHEEL AND SIMILAR TYPES, UP TO AND INCLUDING 3-5 AND SIMILAR TYPES)  
 TUGGER HOIST OPERATOR (1 DRUM)  
 WELDER - GENERAL

**GROUP 10**  
 DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 200 B BUCKET OR SIMILAR TYPES - MATSON 3000 OR 5000 AUGER OR SIMILAR TYPES - TEXOMA 400 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 135' MAXIMUM)  
 DUAL DRUM MIXER  
 HEAVY DUTY REPAIRMAN-WELDER COMBINATION  
 MONORAIL LOCOMOTIVE OPERATOR (DIESEL, GAS OR ELECTRIC)  
 MOTOR PATROL - BLADE OPERATOR (SINGLE ENGINE)  
 MULTIPLE ENGINE TRACTOR OPERATOR (EUCILID AND SIMILAR TYPE - EXCEPT GARD 9 CAT.)  
 RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, OVER 50 YDS. STRUCK)  
 RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCILID, CATERPILLAR AND SIMILAR - OVER 25 YDS. AND UP TO 50 YDS. STRUCK)  
 TOWER CRANE REPAIRMAN  
 TRACTOR LOADER OPERATOR (CRAWLER AND WHEEL-TYPE OVER 6 1/2 YDS.)  
 WELDER - CERTIFIED  
 WOODS MIXER OPERATOR (AND SIMILAR PUGHILL EQUIPMENT)

DETERMINATION: BC-23-03-2-88-2

**GROUP 3**  
 EQUIPMENT GREASER (TRACTOR)  
 FORD FERGUSON (WITH DRAGTYPE ATTACHMENTS)  
 HELICOPTER RADIOMAN (GROUND)  
 POWER CONCRETE CURING MACHINE OPERATOR  
 POWER CONCRETE SAW OPERATOR  
 POWER - DRIVER JIBBO FORM SETTER OPERATOR  
 STATIONARY PIPE WRAPPING AND CLEANING MACHINE OPERATOR

**GROUP 4**  
 ASPHALT PLANT FIREMAN  
 BACKHOE OPERATOR (MINI-MAX OR SIMILAR TYPE)  
 BORING MACHINE OPERATOR  
 BOWMAN OR MIXERMAN (ASPHALT OR CONCRETE)  
 BUILDING CONSTRUCTION INSPECTOR  
 CHIP SPREADING MACHINE OPERATOR  
 CONCRETE PUMP OPERATOR (SMALL PORTABLE)  
 DRILLING MACHINE OPERATOR, SMALL AUGER TYPES (TEXOMA SUPER ECONOMIC, OR SIMILAR TYPES - HUGHES 100 OR 200, OR SIMILAR TYPES - DRILLING DEPTH OF 30' MAXIMUM)  
 EQUIPMENT GREASER (GREASE TRUCK)  
 GUANO RAIL POST DRIVER OPERATOR  
 HIGHLINE CARLEWAY SIGNALMAN  
 HYDRA-HAMMER-AERO STAMPER  
 POWER SWEEPER OPERATOR  
 ROLLER OPERATOR (COMPACTING)  
 SCREEN OPERATOR (ASPHALT OR CONCRETE)  
 TRENCHING MACHINE OPERATOR (UP TO 6 FT.)

**GROUP 8**  
 ASPHALT OR CONCRETE SPREADING OPERATOR (TAMPING OR FINISHING)  
 ASPHALT PAVING MACHINE OPERATOR (BARBER GREENE OR SIMILAR TYPE)  
 BACKHOE OPERATOR (UP TO AND INCLUDING 3/4 YD.) SMALL FORD, CASE OR SIMILAR  
 CAST-IN PLACE PIPE LAYING MACHINE OPERATOR  
 COMBINATION MIXER AND COMPRESSOR OPERATOR (GUNITE WORK)  
 COMPACTOR OPERATOR - SELF PROPELLED  
 CONCRETE MIXER OPERATOR - PAVING  
 CRUSHING PLANT OPERATOR  
 DRILL DOCTOR  
 DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 150 BUCKET OR SIMILAR TYPES - MATSON 1500, 2000, 2500 AUGER OR SIMILAR TYPES - TEXOMA 700, 800 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 60' MAXIMUM)  
 ELEVATING GRADER OPERATOR  
 GRADE CHECKER  
 GRADALL OPERATOR  
 GROUTING MACHINE OPERATOR  
 HEAVY DUTY REPAIRMAN  
 KALAMAZOO BALLISTIC REGULATOR OR SIMILAR TYPE  
 KOLMAN BELT LOADER AND SIMILAR TYPE  
 LE TOURNAU BLOB COMPACTOR OR SIMILAR TYPE  
 LOADER OPERATOR (ATNEY, EUCILID, SIERRA AND SIMILAR TYPES)  
 PNEUMATIC CONCRETE PLACING MACHINE OPERATOR (HACKLEY-PRESSWELL OR SIMILAR TYPE)  
 PORTLAND CEMENT GUN OPERATOR  
 ROTARY DRILL OPERATOR (EXCLUDING CALSON TYPE)  
 RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, CATERPILLAR, EUCILID, ATNEY WAGON, AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 CU. YDS. STRUCK)  
 RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE - UP TO AND INCLUDING 25 YDS. STRUCK)  
 RUBBER-TIRED SCRAPER OPERATOR (SELF-LOADING PADDLE WHEEL TYPE - JOHN DEERE, 1040 AND SIMILAR SINGLE UNIT)  
 SELF-PROPELLED CURB AND CUTTER MACHINE OPERATOR  
 SKIDLOADER OPERATOR (CRAWLER AND WHEEL TYPE OVER 1 1/2 YDS. UP TO AND INCLUDING 6 1/2 YDS.)  
 SURFACE HEATERS AND PLANER OPERATOR  
 TRACTOR COMPRESSOR DRILL COMBINATION OPERATOR  
 TRACTOR OPERATOR (ANY TYPE LARGER THAN 3-5 - 100 FLYWHEEL H.P. AND OVER, OR SIMILAR - BULLDOZER, TAMPER, SCRAPER AND PUSH TRACTOR, SINGLE ENGINE)  
 TRACTOR OPERATOR (BOOM ATTACHMENTS)  
 TRAVELING PIPE WRAPPING, CLEANING AND REMEDIATION MACHINE OPERATOR  
 TRENCHING MACHINE OPERATOR (OVER 6 FT. DEPTH) CAPACITY, MANUFACTURER'S RATING)

**GROUP 12**  
 AUTO GRADER OPERATOR  
 AUTOMATIC SLIP FORM OPERATOR  
 DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD, AUGER 700 OR 900 SIMILAR TYPES - MATSON, AUGER 4000 OR SIMILAR TYPES-HUGHES SUPER DUTY, AUGER 200 OR SIMILAR TYPES - DRILLING DEPTH OF 175' MAXIMUM)  
 HOE RAM OR SIMILAR WITH COMPRESSOR  
 MASS EXCAVATOR OPERATOR - LESS THAN 750 CU. YDS  
 MECHANICAL FINISHING MACHINE OPERATOR  
 MOBILE FORM TRAVELER OPERATOR  
 MOTOR PATROL OPERATOR (MULTI-ENGINE)  
 PIPE MOBILE MACHINE OPERATOR  
 RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCILID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK)  
 RUBBER-TIRED SELF-LOADING SCRAPER OPERATOR (HAMMER-HEAD-AUGER TYPE SELF-LOADING - TWO (2) OR MORE UNITS)



DETERMINATIONS: SC-73-63-2-88-2

**GROUP 13**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK)

**GROUP 14**

CANAL LINER OPERATOR  
CANAL TRIMMER OPERATOR  
REMOTE CONTROLLED EARTH MOVING EQUIPMENT OPERATOR (\$1.00 PER HOUR ADDITIONAL TO BASE RATE)  
WHEEL EXCAVATOR OPERATOR (OVER 750 CU. YDS. PER HOUR)

**GROUP 16**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE PUSH-PULL SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK)  
RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK)

**GROUP 18**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK)

**GROUP 20**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, OVER 50 YDS. STRUCK)  
RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK)

**GROUP 22**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK)

**GROUP 24**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK)  
RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK)

**MISCELLANEOUS PROVISIONS:**

1. OPERATORS ON HOISTS WITH THREE DRUMS SHALL RECEIVE FIFTEEN CENTS (15¢) PER HOUR ADDITIONAL PAY TO THE REGULAR RATE OF PAY. THE ADDITIONAL PAY SHALL BE ADDED TO THE REGULAR RATE AND BECOME THE BASE RATE FOR THE ENTIRE SHIFT.
2. ALL HEAVY DUTY REPAIRMEN AND HEAVY DUTY COMBINATION SHALL RECEIVE A FIVE CENT (5¢) PER HOUR TOOL ALLOWANCE IN ADDITION TO THEIR REGULAR RATE OF PAY AND THIS SHALL BECOME THEIR BASE RATE OF PAY.

**GROUP 15**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE PUSH-PULL SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON, AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 CU. YDS. STRUCK)  
RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE PUSH-PULL SYSTEM (MULTIPLE ENGINE - UP TO AND INCLUDING 25 YDS. STRUCK)

**GROUP 17**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK)  
TANDEM TRACTOR OPERATOR (OPERATING CHAMLER TYPE TRACTORS IN TANDEM - QUANT 9 AND SIMILAR TYPE)

**GROUP 19**

CONCRETE PUMP OPERATOR - TRUCK MOUNTED  
RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON, AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 CU. YDS. STRUCK)  
RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK)

**GROUP 21**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK)

**GROUP 23**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON, AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 CU. YDS. STRUCK)  
RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK)

**GROUP 25**

RUBBER-TIRED EARTH MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK)

GENERAL PREVAILING RATE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

RAFT: 8 DREDGER OPERATOR (EXCLUDED)

DETERMINATION: 90-43-12-23-89-1

ISSUE DATE: FEBRUARY 22, 1989

EXPIRATION DATE OF DETERMINATION: AUGUST 1, 1989\*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR SPECIFIC RATES (415) 557-0541.

LOCALITY: ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES.

CLASSIFICATION (JOUR/SEAFARER)	EMPLOYER PAYMENTS				STRAIGHT-TIME		OVERTIME HOURLY RATE				
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING HOURS	TOTAL HOURLY RATE	DAILY 1 1/2X	SATURDAY 1 1/2X	SUNDAY 2X	HOLIDAY 3X	
<b>HYDRAULIC SECTION DREDGER</b>											
CHIEF ENGINEER, LEVERMAN, HECK CAPTAIN	\$21.95	2.55	3.35	1.30	0.25	8	29.40	40.375	a 40.375	51.35	b 73.30
MATCH ENGINEER, WELDER, DECKWATE WATCHMAN	21.37	2.55	3.35	1.30	0.25	8	28.82	39.505	a 39.505	50.19	b 71.36
SYSTEMS WRENCH OR DREDGER FITTING-OILER, LEVERMAN, DECKWARD (CAN OPERATE ANCHOR SCOW UNDER DIRECTION OF WTE), BARGEWAN DOZER OPERATOR	20.82	2.55	3.25	1.30	0.25	6	28.27	36.66	a 36.66	49.09	b 69.91
	20.28	2.55	3.25	1.30	0.25	8	27.73	37.87	a 37.87	48.01	b 68.29
	21.68	2.55	3.25	1.30	0.25	6	28.92	39.87	a 38.67	50.41	b 71.89
<b>CLAM BELL DREDGER</b>											
CHIEF ENGINEER, LEVERMAN	21.95	2.55	3.35	1.30	0.25	8	29.40	40.375	a 40.375	51.35	b 73.30
WATCH ENGINEER, DECKWATE BARGEWATE	21.37	2.55	3.35	1.30	0.25	6	28.82	38.505	a 39.505	50.19	b 71.56
BARGEWAN, DECKWARD, FITTING-OILER	20.82	2.55	3.35	1.30	0.25	6	28.36	36.765	a 36.765	49.23	b 70.12
	20.28	2.55	3.35	1.30	0.25	8	27.73	37.87	a 37.87	48.01	b 68.29

a INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.  
 b RATE ALSO INCLUDES WATCHING ON SUNDAYS AND/OR HOLIDAYS (EXCEPT THURSDAYS AND CHRISTMAS).  
 c RATE APPLIES TO WORK ON HOLIDAYS AND FOR WATCHING ON THURSDAYS AND CHRISTMAS.

NOTE: TRAINING AND TRAVEL FUND CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.5. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY BE ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION OF APPRENTICESHIP STANDARDS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR NEGOTIATED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.4

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1776, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: **8 FILE DRIVER (OPERATING EXHIBITORS)**

Determination: SC-23-63-2-88-1

Issue date: November 22, 1988

Expiration date of determination: June 30, 1989\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates (415) 557-0561.

Locality: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (JOURNEYPERSON)	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE					
	BASIC HOURLY RATE	HEALTH AND WELFARE	PIERSON	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY		SATURDAY		SUNDAY	HOLIDAY
									1 1/2X	2X	1 1/2X	2X	2X	3X
<b>CLASSIFICATION GROUPS<sup>a</sup></b>														
GROUP 1	\$20.10	2.55	3.35	1.30	.25	-	8	27.55	<sup>b</sup> \$37.60	47.45	<sup>c</sup> \$37.60	<sup>d</sup> \$47.65	47.65	67.75
GROUP 2	20.30	2.55	3.35	1.30	.25	-	8	27.63	<sup>b</sup> 38.02	48.21	<sup>c</sup> 38.02	<sup>d</sup> 48.21	48.21	68.59
GROUP 3	20.47	2.55	3.35	1.30	.25	-	8	28.12	<sup>b</sup> 38.455	48.79	<sup>c</sup> 38.455	<sup>d</sup> 48.79	48.79	69.48
GROUP 4	20.61	2.55	3.35	1.30	.25	-	8	28.26	<sup>b</sup> 38.665	49.07	<sup>c</sup> 38.665	<sup>d</sup> 49.07	49.07	69.88
GROUP 5	21.03	2.55	3.35	1.30	.25	-	8	28.48	<sup>b</sup> 38.995	49.51	<sup>c</sup> 38.995	<sup>d</sup> 49.51	49.51	70.54
GROUP 6	21.10	2.55	3.35	1.30	.25	-	8	28.59	<sup>b</sup> 39.10	49.73	<sup>c</sup> 39.10	<sup>d</sup> 49.73	49.73	70.87
GROUP 7	21.20	2.55	3.35	1.30	.25	-	8	28.71	<sup>b</sup> 39.34	49.97	<sup>c</sup> 39.34	<sup>d</sup> 49.97	49.97	71.23
GROUP 8	21.43	2.55	3.35	1.30	.25	-	8	28.88	<sup>b</sup> 39.595	50.31	<sup>c</sup> 39.595	<sup>d</sup> 50.31	50.31	71.74
GROUP 9	21.60	2.55	3.35	1.30	.25	-	8	29.03	<sup>b</sup> 39.85	50.65	<sup>c</sup> 39.85	<sup>d</sup> 50.65	50.65	72.25
GROUP 10	22.60	2.55	3.35	1.30	.25	-	8	30.05	<sup>b</sup> 41.35	52.65	<sup>c</sup> 41.35	<sup>d</sup> 52.65	52.65	75.21
GROUP 11	23.00	2.55	3.35	1.30	.25	-	8	31.05	<sup>b</sup> 42.85	54.65	<sup>c</sup> 42.85	<sup>d</sup> 54.65	54.65	78.22
GROUP 12	29.60	2.55	3.35	1.30	.25	-	8	32.65	<sup>b</sup> 44.35	56.65	<sup>c</sup> 44.35	<sup>d</sup> 56.65	56.65	81.25
GROUP 13	29.60	2.55	3.35	1.30	.25	-	8	33.05	<sup>b</sup> 45.85	58.65	<sup>c</sup> 45.85	<sup>d</sup> 58.65	58.65	84.25

<sup>a</sup> INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.

<sup>b</sup> FOR CLASSIFICATIONS WITHIN EACH GROUP, SEE FOLLOWING PAGES.

<sup>c</sup> RATE APPLIES TO THE FIRST 8 OVERTIME HOURS.

<sup>d</sup> RATE APPLIES TO THE FIRST 12 HOURS WORKED.

<sup>e</sup> RATE APPLIES TO THE REMAINDER OF SATURDAY.

<sup>f</sup> 15+ TO JOINT APPRENTICE TRAINING AND 10+ JOINT JOURNEYMAN RETRAINING.

NOTE: TRAINING AND TRUST FUND CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.5. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY BE ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING JOINT COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION OF APPRENTICESHIP STANDARDS.

TRAVEL AND SUBSISTENCE PAYMENT: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK. AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.1.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

GROUP 1  
ENGINEER OILER  
FORM LIFT OPERATOR (UNDER 5 TONS CAPACITY)

GROUP 2  
TRUCK CRANE OILER

GROUP 3  
A-FRAME OR WINCH TRUCK OPERATOR  
ROSS CARRIER OPERATOR (JOB SITE)

GROUP 8  
BRIDGE-TYPE UNLOADER AND TURNABLE OPERATOR  
HELICOPTER HOIST OPERATOR

GROUP 5

STINGER CRANE (AUSTIN-WESTERN OR SIMILAR TYPE)  
TUGGER HOIST OPERATOR (1 DRUM)

GROUP 6

BRIDGE CRANE OPERATOR  
CREATOR CRANE OPERATOR  
FORKLIFT OPERATOR (OVER 5 TONS)  
HOIST OPERATOR (CHICAGO BOOM AND SIMILAR TYPE)  
LIFT MOBILE OPERATOR  
LIFT SLAB MACHINE OPERATOR (VACTRONG AND SIMILAR TYPES)  
MATERIAL HOIST OPERATOR  
POLAR CANTY CRANE OPERATOR  
SHOVEL, BACKHOE, DRAGLINE, CLAMHELL OPERATOR (OVER 1/4 YD AND UP TO 5 CU YDS. N.R.C.)  
TUGGER HOIST OPERATOR (2 DRUM)

GROUP 7

PEDESTAL CRANE OPERATOR  
SHOVEL, BACKHOE, DRAGLINE, CLAMHELL OPERATOR (OVER 5 CU YDS. N.R.C.)  
TOWER CRANE REPAIRMAN  
TUGGER HOIST OPERATOR (3 DRUM)

GROUP 8

CRANE OPERATOR (UP TO AND INCLUDING 25 TON CAPACITY)  
CRANLER TRANSPORTER OPERATOR  
DERRICK BARGE OPERATOR (UP TO AND INCLUDING 25 TON CAPACITY)  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE (UP TO AND INCLUDING 25 TON CAPACITY)  
SHOVEL, BACKHOE, DRAGLINE, CLAMHELL OPERATOR (OVER 7 CU YDS N.R.C.)

GROUP 9

CRANE OPERATOR (OVER 25 TONS, UP TO AND INCLUDING 50 TON N.R.C.)  
DERRICK BARGE OPERATOR (OVER 25 TONS, UP TO AND INCLUDING 50 TON N.R.C.)  
HIGHLINE CABLEWAY OPERATOR  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE (OVER 25 TONS, UP TO AND INCLUDING 50 TON N.R.C.)  
Y-CRANE  
POLAR CRANE OPERATOR  
TOWER CRANE OPERATOR

GROUP 10

CRANE OPERATOR (OVER 50 TONS, UP TO AND INCLUDING 100 TON N.R.C.)  
DERRICK BARGE OPERATOR (OVER 50 TONS, UP TO AND INCLUDING 100 TON N.R.C.)  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE (OVER 50 TONS, UP TO AND INCLUDING 100 TON N.R.C.)  
MOBILE TOWER CRANE OPERATOR (OVER 50 TONS, UP TO AND INCLUDING 100 TON N.R.C.)

GROUP 11

CRANE OPERATOR (OVER 100 TONS, UP TO AND INCLUDING 200 TON N.R.C.)  
DERRICK BARGE OPERATOR (OVER 100 TONS, UP TO AND INCLUDING 100 TON N.R.C.)  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE (OVER 100 TONS, UP TO AND INCLUDING 200 TON N.R.C.)  
MOBILE TOWER CRANE OPERATOR (OVER 100 TONS, UP TO AND INCLUDING 200 TON N.R.C.)

GROUP 12

CRANE OPERATOR (OVER 200 TONS, UP TO AND INCLUDING 300 TON N.R.C.)  
DERRICK BARGE OPERATOR (OVER 200 TONS, UP TO AND INCLUDING 300 TON N.R.C.)  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE (OVER 200 TONS, UP TO AND INCLUDING 300 TON N.R.C.)  
MOBILE TOWER CRANE OPERATOR (OVER 200 TONS, UP TO AND INCLUDING 300 TON N.R.C.)

GROUP 13

CRANE OPERATOR (OVER 300 TONS)  
DERRICK BARGE OPERATOR (OVER 300 TONS)  
HELICOPTER PILOT  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE (OVER 300 TONS)  
MOBILE TOWER CRANE OPERATOR (OVER 300 TONS)

MISCELLANEOUS PROVISIONS:

1. OPERATORS ON HOISTS WITH THREE DRUMS SHALL RECEIVED FIFTEEN CENTS (15¢) PER HOUR ADDITIONAL PAY TO THE REGULAR RATE OF PAY. THE ADDITIONAL PAY SHALL BE ADDED TO THE REGULAR RATE AND BECOME THE BASE RATE FOR THE ENTIRE SHIFT.
2. ALL HEAVY DUTY REPAIRMEN AND HEAVY DUTY COMBINATION SHALL RECEIVE A FIVE CENT (5¢) PER HOUR TOOL ALLOWANCE IN ADDITION TO THEIR REGULAR RATE OF PAY AND THIS SHALL BECOME THEIR BASE RATE OF PAY.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND LANDSCAPING PROJECTS

Craft: ~~(Landscape Operating Engineer~~

Determination: SC-63-12-33-89-1

Issue date: February 22, 1989

Expiration date of determination: October 1, 1989\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated into contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates (415) 557-0561.

Locality: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (journey/person)	Employer payments					Straight-time		Overtime hourly rate		
	Basic straight-time hourly rate	Health and welfare	Pension	Vacation/holiday	Training	Hourly rate	Total hourly rate	Daily 1 1/2X	Sunday 2X	holidays 3X
<u>Landscape Operating Engineer</u>										
A-Frame and Winch Truck										
Backhoe Operators										
Excavator Operators										
Hot Welder-Landscape-Operating Engineers' Equipment										
Hydrographic Sander-Machine Operators										
Roller Operators										
Rubber-Tired & Track Earthmoving Equipment										
Skid Steer Loader Operators										
Skid Steer - Machine Operators										
Trencher - 31 Horsepower up to 65 Horsepower										
	\$19.40	\$2.55	\$3.35	\$1.30	\$2.25	0	\$26.85	<sup>b</sup> \$36.55	\$46.25	\$65.65

<sup>a</sup>Indicates an apprenticeable Craft. Rates for apprentices will be furnished upon request.

<sup>b</sup>Includes an amount per hour worked for supplemental dues.

<sup>c</sup>Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

Notes: Training and trust fund contributions for crafts and classifications in apprenticeable occupations are required to be made in accordance with the appropriate joint apprenticeship training standards set forth in Labor Code Section 1777.5. If the appropriate rates are not specified by a determination, they may be ascertained by contacting the appropriate Joint Apprenticeship Training Committee or the local office of the Division of Apprenticeship Standards.

Recognized Holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

Travel and subsistence payments: The contractor shall make all travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

DETERMINATION: SC-43-12-22-89-1

RAFT: 2 STEEL, TANK AND MACHINERY ERECTION (OPERATING ENGINEERS)

ISSUE DATE: FEBRUARY 22, 1989

EXPIRATION DATE OF DETERMINATION: JUNE 30, 1989\*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR SPECIFIC RATES (415) 557-0561.

LOCALITY: LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, REVERSID, SAN DIEGO, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES.

CLASSIFICATION (JOURNEYPERSON)	EMPLOYER PAYMENTS				STRAIGHT-TIME		OVERTIME WEEKLY RATE			
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION AND HOLIDAY	TRAINING HOURS	TOTAL HOURLY RATE	DAILY 1 1/2X	SATURDAY 1 1/2X	SUNDAY AND HOLIDAY	
GROUP 1	\$20.10	2.55	3.35	1.30	a 0.25	8	27.55	b 37.60	b 37.60	47.65
GROUP 2	20.38	2.55	3.35	1.30	a 0.25	8	27.83	b 38.02	b 38.02	48.21
GROUP 3	20.47	2.55	3.35	1.30	a 0.25	8	28.12	b 38.455	b 38.455	48.79
GROUP 4	20.81	2.55	3.35	1.30	a 0.25	8	28.28	b 38.665	b 38.665	49.07
GROUP 5	21.03	2.55	3.35	1.30	a 0.25	8	28.48	b 38.995	b 38.995	49.51
GROUP 6	21.14	2.55	3.35	1.30	a 0.25	8	28.59	b 39.16	b 39.16	49.73
GROUP 7	21.28	2.55	3.35	1.30	a 0.25	8	28.71	b 39.34	b 39.34	49.97
GROUP 8	21.43	2.55	3.35	1.30	a 0.25	8	28.88	b 39.595	b 39.595	50.31
GROUP 9	21.60	2.55	3.35	1.30	a 0.25	8	29.05	b 39.85	b 39.85	50.65
GROUP 10	22.60	2.55	3.35	1.30	a 0.25	8	30.05	b 41.35	b 41.35	52.65
GROUP 11	23.60	2.55	3.35	1.30	a 0.25	8	31.05	b 42.85	b 42.85	54.65
GROUP 12	24.60	2.55	3.35	1.30	a 0.25	8	32.05	b 44.35	b 44.35	56.65
GROUP 13	25.60	2.55	3.35	1.30	a 0.25	8	33.05	b 45.85	b 45.85	58.65

1 INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.

a 1/2 TO JOINT APPRENTICE TRAINING AND 1/2 JOINT JOURNEYMAN RETRAINING.

b RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS ON SATURDAYS. ALL OTHER TIME IS PAID AT THE SUNDAY HOURLY RATE.

NOTE: TRAINING AND TRUST FUND CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.5. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY BE ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION OF APPRENTICESHIP STANDARDS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK. AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

- GROUP 1  
ENGINEER OILER  
FOUR LIFT OPERATOR (UNDER 5 TONS CAPACITY)  
GENERATOR, PUMP OR COMPRESSOR
- GROUP 2  
TRUCK CRANE OILER
- GROUP 3  
A-FRAME OR WINCH TRUCK OPERATOR  
ROSS CARRIER OPERATOR (JOBSITE)
- GROUP 4  
BRIDGE-TYPE UNLOADER AND TURNABLE OPERATOR  
HELICOPTER HOIST OPERATOR
- GROUP 5  
STEINGER CRANE (AUSTIN-WESTERN OR SIMILAR TYPE)  
TUGGER HOIST OPERATOR (1 DRUM)
- GROUP 6  
BRIDGE CRANE OPERATOR  
CRIBER CRANE OPERATOR  
FORKLIFT OPERATOR (OVER 5 TONS)  
HOIST OPERATOR (CHICAGO BOOM AND SIMILAR TYPE)  
LIFT MOBILE OPERATOR  
LIFT SLAB MACHINE OPERATOR (VAGTBORG AND SIMILAR TYPES)  
MATERIAL HOIST OPERATOR  
POLAR CANTY CRANE OPERATOR  
SHOVEL, BACKHOE, DRAGLINE, CLAMSHHELL OPERATOR  
(OVER 3/4 YD AND UP TO 3 CU YDS M.R.C.)  
TUGGER HOIST OPERATOR (2 DRUM)
- GROUP 7  
PEDESTAL CRANE OPERATOR  
SHOVEL, BACKHOE, DRAGLINE, CLAMSHHELL OPERATOR (OVER 5 CU YDS M.R.C.)  
TOWER CRANE REPAIRMAN  
TUGGER HOIST OPERATOR (3 DRUM)
- GROUP 8  
CRANE OPERATOR (UP TO AND INCLUDING 25 TON CAPACITY)  
CRANLER TRANSPORTER OPERATOR  
DERRICK BARGE OPERATOR (UP TO AND INCLUDING 25 TON CAPACITY)  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE (UP TO AND INCLUDING 25 TON CAPACITY)  
SHOVEL, BACKHOE, DRAGLINE, CLAMSHHELL OPERATOR (OVER 7 CU YDS M.R.C.)

- GROUP 8  
CRANE OPERATOR (OVER 25 TONS, UP TO AND INCLUDING 50 TON M.R.C.)  
DERRICK BARGE OPERATOR (OVER 25 TONS, UP TO AND INCLUDING 50 TON M.R.C.)  
HIGHLINE CABLEWAY OPERATOR  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE  
(OVER 25 TONS, UP TO AND INCLUDING 50 TON M.R.C.)  
K-CRANE  
POLAR CRANE OPERATOR  
TOWER CRANE OPERATOR
- GROUP 10  
CRANE OPERATOR (OVER 50 TONS, UP TO AND INCLUDING 100 TON M.R.C.)  
DERRICK BARGE OPERATOR (OVER 50 TONS, UP TO AND INCLUDING 100 TON M.R.C.)  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE  
(OVER 50 TONS, UP TO AND INCLUDING 100 TON M.R.C.)  
MOBILE TOWER CRANE OPERATOR (OVER 50 TONS, UP TO AND INCLUDING 100 TON M.R.C.)
- GROUP 11  
CRANE OPERATOR (OVER 100 TONS, UP TO AND INCLUDING 200 TON M.R.C.)  
DERRICK BARGE OPERATOR (OVER 100 TONS, UP TO AND INCLUDING 200 TON M.R.C.)  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE  
(OVER 100 TONS, UP TO AND INCLUDING 200 TON M.R.C.)  
MOBILE TOWER CRANE OPERATOR (OVER 100 TONS, UP TO AND INCLUDING 200 TON M.R.C.)
- GROUP 12  
CRANE OPERATOR (OVER 200 TONS, UP TO AND INCLUDING 300 TON M.R.C.)  
DERRICK BARGE OPERATOR (OVER 200 TONS, UP TO AND INCLUDING 300 TON M.R.C.)  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE  
(OVER 200 TONS, UP TO AND INCLUDING 300 TON M.R.C.)  
MOBILE TOWER CRANE OPERATOR (OVER 200 TONS, UP TO AND INCLUDING 300 TON M.R.C.)
- GROUP 13  
CRANE OPERATOR (OVER 300 TONS)  
DERRICK BARGE OPERATOR (OVER 300 TONS)  
HELICOPTER PILOT  
HOIST OPERATOR, STIFF LEGS, GUY DERRICK OR SIMILAR TYPE  
(OVER 300 TONS)  
MOBILE TOWER CRANE OPERATOR (OVER 300 TONS)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 14, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDINGS, RESIDENTIAL HEAVY CONSTRUCTION AND CREOSOTE PROJECTS

RAFT: MECHANIC<sup>a</sup>

DETERMINATION: SC-MEC-23-31-5-89-1

ISSUE DATE: FEBRUARY 22, 1989

EXPIRATION DATE OF DETERMINATION: JUNE 30, 1990\* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH (415) 557-0561 FOR NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE, IF NO SUBSEQUENT DETERMINATION IS ISSUED.

LOCALITY: ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

CLASSIFICATION (JOURNEY/PERSON)	EMPLOYER PAYMENTS				STRAIGHT-TIME		OVERTIME HOURLY RATE SEE FOOTNOTES BELOW	
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	HOURS	TOTAL HOURLY RATE	1 1/2x <sup>b</sup>	2x <sup>c</sup>
MECHANIC	\$15.775	\$0.53	\$1.00	\$80.85	8	\$18.10	\$27.15	\$36.20
UTILITY WORKER								
1ST 6 MONTHS	8.98	0.53	1.00	0.48	8	10.99	15.48	19.97
2ND 6 MONTHS	10.44	0.53	1.00	0.57	8	12.74	18.09	23.42
3RD 6 MONTHS	12.35	0.53	1.00	0.665	8	14.55	20.725	26.90
4TH 6 MONTHS	14.03	0.53	1.00	0.775	8	16.225	23.25	30.245

LOCALITY: ALL LOCALITIES WITHIN SAN DIEGO COUNTY

MECHANIC	14.35	0.53	1.00	0.77	8	16.65	23.825	31.00
UTILITY WORKER								
1ST 6 MONTHS	8.20	0.53	1.00	0.44	8	10.17	14.27	18.37
2ND 6 MONTHS	9.74	0.53	1.00	0.52	8	11.79	16.66	21.53
3RD 6 MONTHS	11.28	0.53	1.00	0.61	8	13.42	19.04	24.70
4TH 6 MONTHS	12.81	0.53	1.00	0.69	8	15.03	21.435	27.84

a INCLUDES THE WORK OF UNDERGROUND FUEL TANK INSTALLER, FUEL PUMP MAINTENANCE TECHNICIAN, GASOLINE/DIESEL PUMP REPAIR TECHNICIAN AND HYDRAULIC HOIST TECHNICIAN AND HYDRAULIC HOIST TECHNICIAN. APPLIES TO WORK ON SUCH EQUIPMENT AT PASSENGER AND TRUCK FACILITIES. DOES NOT APPLY TO OTHER TYPES OF FUEL TANKS OR EQUIPMENT.

b APPLIES TO WORK OVER 8 HOURS DAILY AND 48 HOURS WEEKLY.

c APPLIES TO ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS IN ADDITION TO HOLIDAY PAY.

d RATE APPLIES TO THE FIRST TWO YEARS OF EMPLOYMENT ONLY: \$1.15 AFTER TWO YEARS, \$1.45 AFTER FIVE YEARS.

e COMPUTATION IS BASED ON THE LOWEST VACATION AMOUNT. THESE RATES SHOULD BE INCREASED BY ANY ADDITIONAL VACATION/HOLIDAY PAY THAT IS REQUIRED.

f \$1.03 AFTER TWO YEARS, \$1.30 AFTER FIVE YEARS.

g RATE APPLIES TO THE FIRST TWO YEARS OF EMPLOYMENT ONLY: \$1.05 AFTER TWO YEARS, \$1.32 AFTER FIVE YEARS.

h \$1.16 AFTER TWO YEARS, \$1.18 AFTER FIVE YEARS.

NOTE: A MAXIMUM OF TWO UTILITY MEN MAY BE USED FOR EACH MECHANIC.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.6

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: LABORER AND RELATED CLASSIFICATIONS

Determination: SC-23-102-2-88-2

Issue date: November 22, 1988

Expiration date of determination: June 30, 1989\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates (415) 557-0561.

Locality: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (JOURNEYPERSON)	EMPLOYER PAYMENTS					STRAIGHT-TIME		OVERTIME HOURLY RATE			
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	HOURS	TOTAL HOURLY RATE	DAILY 1 1/2X	2X	SATURDAY 1 1/2X	SUNDAY AND HOLIDAY
<b>CLASSIFICATION GROUPS</b>											
Group 1	\$15.34	\$2.62	\$3.84	<sup>a</sup> \$2.00	\$.12	8	\$23.92	\$31.59	-	\$31.59	\$39.26
Group 2	15.49	2.62	3.84	<sup>a</sup> 2.00	.12	8	24.07	31.815	-	31.815	39.56
Group 3	15.69	2.62	3.84	<sup>a</sup> 2.00	.12	8	24.27	32.115	-	32.115	39.96
Group 4	16.24	2.62	3.84	<sup>a</sup> 2.00	.12	8	24.82	32.94	-	32.94	41.06
Group 5	16.44	2.62	3.84	<sup>a</sup> 2.00	.12	8	25.02	33.24	-	33.24	41.46
Watchman	13.35	2.62	3.84	<sup>a</sup> 2.00	.12	8	21.93	<sup>b</sup> 28.605	<sup>c</sup> 35.28	-	<sup>d</sup> 35.28

<sup>a</sup> INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.

<sup>b</sup> RATE ALSO APPLIES TO WORK ON THE SIXTH CONSECUTIVE DAY WORKED AND HOLIDAYS.

<sup>c</sup> RATE APPLIES TO WORK ON THE SEVENTH CONSECUTIVE DAY.

<sup>d</sup> RATE APPLIES TO WORK ON HOLIDAYS ONLY WHEN HOLIDAYS FALL ON SEVENTH CONSECUTIVE DAY WORKED.

<sup>e</sup> SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.

**RECOGNIZED HOLIDAYS:** HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

**TRAVEL AND SUBSISTENCE PAYMENTS:** THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8.

**CLASSIFICATION GROUPS**

**GROUP 1**

BORING MACHINE HELPER (OUTSIDE)  
CLEANING AND HANDLING OF PANEL FORMS  
CONCRETE SCREEDING FOR ROUGH STRIKE-OFF (IN ACCORDANCE WITH MEMORANDUM OF UNDERSTANDING WITH CEMENT MASONS DATED JULY 19, 1948)  
CONCRETE WATER CURING  
DEMOLITION LABORER, THE CLEANING OF BRICK IF PERFORMED BY AN EMPLOYEE PERFORMING ANY PHASE OF DEMOLITION WORK, AND THE CLEANING OF LUMBER  
FIRE WATCHER, LIMBERS, BRUSH LOADERS, PILERS AND DEBRIS HANDLERS  
FLAGMAN  
GAS, OIL AND/OR WATER PIPELINE LABORER  
LABORER, GENERAL OR CONSTRUCTION  
LABORER, GENERAL CLEANUP  
LABORER, LANDSCAPING  
LABORER, JETTING  
LABORER, TEMPORARY WATER AND AIR LINES  
MATERIAL HOSEMAN (walls, slabs, floors and decks)  
PLUGGING, FILLING OF SHEE-BOLT HOLES; DRY PACKING OF CONCRETE  
RAILROAD MAINTENANCE, REPAIR TRACKMAN AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS  
RIGGING AND SIGNALING  
SCALER  
SLIP FORM RAISER  
TARMAN AND MORTARMAN  
TOOL CRIB OR TOOL HOUSE LABORER  
WINDOW CLEANER  
WIRE MESH PULLING - ALL CONCRETE POURING OPERATIONS



DEFINITION: SC-23-1D2-2-88-2

**GROUP 2**

ASPHALT SHOVELER  
CEMENT DUMPER (ON 1 YARD OR LARGER MIXER AND HANDLING BULK CEMENT)  
CESSPOOL DIGGER AND INSTALLER  
CHUCKTENDER  
CHUTE MAN, POURING CONCRETE, THE HANDLING OF THE CHUTE FROM READYMIX TRUCKS, SUCH AS WALLS, SLABS, DECKS, FLOORS, FOUNDATION, FOOTINGS, CURBS, GUTTERS AND SIDEWALKS  
CONCRETE CURER-IMPERVIOUS MEMBRANE AND FORM OILER  
CUTTING TORCH OPERATOR (DEMOLITION)  
FINE GRADER, HIGHWAYS AND STREET PAVING, AIRPORT, RUNWAYS, AND SIMILAR TYPE HEAVY CONSTRUCTION  
GAS, OIL AND/OR WATER PIPELINE WRAPPER-POT TENDER AND FORM MAN  
GUINEA CHASER  
HEADERBOARD MAN - ASPHALT  
LABORER, PACKING ROD STEEL AND PANS  
POWER BROOM SWEEPERS (SMALL)  
RIPRAP STONEPAVER, PLACING STONE OR WET SACKED CONCRETE  
ROTO SCRAPER AND TILLER  
SANDBLASTER  
SEPTIC TANK DIGGER AND INSTALLER (LEADMAN)  
TANK SCALER AND CLEANER  
TREE CLIMBER, FELLER, CHAIN SAW OPERATOR, PITTSBURG CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS  
UNDERGROUND LABORER, INCLUDING CAISSON BELLOWER

**GROUP 3**

BUGGYMOBILE MAN  
CONCRETE CUTTING TORCH  
DRILLER, JACKHAMMER, 2 1/2 FT. DRILL STEEL OR LONGER  
DRI PAK-IT MACHINE  
GAS, OIL AND/OR WATER PIPELINE WRAPPER - 6-INCH PIPE AND OVER BY ANY METHOD, INSIDE AND OUT  
HIGH SCALER (INCLUDING ORILLING OF SAME)  
HYDRO SEEDER AND SIMILAR TYPE  
IMPACT WRENCH, MULTI-PLATE  
KETTLEMAN, POTMEN AND MEN APPLYING ASPHALT, LAY-HOLD, CREOSOTE, LIME CAUSTIC AND SIMILAR TYPE MATERIALS ("APPLYING" MEANS APPLYING, DIPPING, BRUSHING OR HANDLING OF SUCH MATERIALS FOR PIPE WRAPPING AND WATERPROOFING)  
OPERATORS OF PNEUMATIC, GAS, ELECTRIC TOOLS, VIBRATING MACHINES, PAVEMENT BREAKERS, AIR BLASTING, COME-ALONGS, AND SIMILAR MECHANICAL TOOLS NOT SEPARATELY CLASSIFIED HEREIN  
PIPELAYER'S BACKUP MAN, COATING, GROUTING, MAKING OF JOINTS, SEALING, CAULKING, DIAPERING AND INCLUDING RUBBER GASKET JOINTS, POINTING AND ANY AND ALL OTHER SERVICES  
ROCK SLINGER  
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER  
STEEL HEADERBOARD MAN AND GUIDELINE SETTER  
TAMPERS, BARKO, WACKER AND SIMILAR TYPE  
TRENCHING MACHINE, HAND PROPELLED

**GROUP 4**

ASPHALT RAKER, LUTEMAN, IRONER AND ASPHALT SPREADER BOXES (ALL TYPES)  
CONCRETE CORE CUTTER, (WALLS, FLOORS OR CEILINGS) GRINDER OR SANDER  
CONCRETE SAW MAN, CUTTING WALLS OR FLATWORK, SCORING OLD OR NEW CONCRETE  
CRIBBER, SHORER, LAGGING, SHEETING AND TRENCH BRACING, HAND-GUIDED LAGGING HAMMER  
HEAD ROCK SLINGER  
LASER BEAM IN CONNECTION WITH LABORER'S WORK  
OVERSIZE CONCRETE VIBRATOR OPERATOR, 70 POUNDS AND OVER  
PIPELAYER PERFORMING ALL SERVICES IN THE LAYING AND INSTALLATION OF PIPE FROM THE POINT OF RECEIVING PIPE IN THE DITCH UNTIL COMPLETION OF OPERATION, INCLUDING ANY AND ALL FORMS OF TUBULAR MATERIAL, WHETHER PIPE, METALLIC OR NON-METALLIC, CONDUIT, AND ANY OTHER STATIONARY TYPE OF OTUBULAR DEVICE USED FOR THE CONVEYING OF ANY SUBSTANCE OR ELEMENT, WHETHER WATER, SEWAGE, SOLID, GAS, AIR, OR OTHER PRODUCT WHATSOEVER AND WITHOUT REGARD TO THE NATURE OF MATERIAL FROM WHICH THE TUBULAR MATERIAL IS FABRICATED; NO-JOINT PIPE AND STRIPPING OF SAME  
PREFABRICATED MANHOLE INSTALLER  
SANDBLASTER (NOZZLEMAN), WATER BLASTING  
WELDING IN CONNECTION WITH LABORER'S WORK

**GROUP 5**

BLASTERS POWDERMAN - ALL WORK OF LOADING HOLES, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING  
DRILLER: ALL POWER DRILLS, EXCLUDING JACKHAMMER, WHETHER CORE, DIAMOND, WAGON, TRACK, MULTIPLE UNIT, AND ANY AND ALL OTHER TYPES OF MECHANICAL DRILLS WITHOUT REGARD TO THE FORM OF MOTIVE POWER AND EXCLUDING ONLY THAT WORK OTHERWISE AWARDED IN THE MEMORANDUM BETWEEN OPERATING ENGINEERS AND LABORERS DATED IN MIAMI, FLORIDA, FEBRUARY 3, 1954

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDINGS, EXCEPT, BRIDGE CONSTRUCTION AND DRILLING PROJECTS

Craft: Tunnel Worker (Laborer)

Determination: SC-23-102-12-89-1

Issue date: February 22, 1989

Expiration date of determination: June 30, 1989\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated into contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates (415) 557-0561.

Locality: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Employer Payments						Straight-time		Overtime hourly rate		
	Basic straight-time hourly rate	Health and welfare	Pension	Vacation/holiday	Training	Other payments	Hours	Total hourly rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and holiday
Batch plant laborer. Bull Gang Mucker Tackman, Charge- houseman, Concrete crew, includes Rodders and Spreaders, Dumpmen, Dumpmen Outside, Swamper (brakeman and switchmen on tunnel work), Tool man, Tunnel materials handling man	\$17.50	\$2.62	\$3.84	\$2.00	\$1.12	-	8	\$26.08	\$34.83	\$34.83	\$43.58
Blester, Driller, Powder- men, Chemical grout jetman, Cherry picker man, Grout gunman, Grout mixer- man, Grout pumpman, Jackleg miner, Jumperman, Kemper and other pneumatic concrete Placer operator, Miner- tunnel (hand or machinel, Mortarman, Operating of trowling and/or grouting machines, Powderman-primer house, Primer man, Sand blester, Shotcrete man, Steel form raiser and setter, Timberman, Retimberman wood or steel, Tunnel concrete finisher	17.78	2.62	3.84	2.00	.12	-	8	26.36	35.25	35.25	44.14
Chucktender, Cabltender, Loading and unloading agitator cars, Nipper, Pot tender using Mastic or other material, Vibratorman, Jack hammer, Pneumatic tools (except drillers)	17.62	2.62	3.84	2.00	.12	-	8	26.20	35.01	35.01	43.12
Diamond driller, Shaft and raise work <sup>b</sup>	18.06	2.62	3.84	2.00	.12	-	8	26.64	35.67	35.67	44.70

<sup>a</sup>Includes an amount per hour worked for supplemental dues.

<sup>b</sup>The classification "Shaft and Raise Work" shall be applicable to all work from the entrance to the shaft or raise and including surge chambers. This classification shall apply to all work involving surge chambers up to ground level.

Recognized Holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

Travel and subsistence payments: The contractor shall make all travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Quality Worker (Laborer)

Determination: SC-102-145-1-89-1

Issue date: February 22, 1989

Expiration date of determination: June 30, 1989\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated into contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates (415) 557-0561.

Locality: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Basic straight- time hourly rate	Employer payments					Straight-time		Overtime hourly rate				
		Health and welfare	Pension	Vacation/ holiday	Training	Other payments	Hours	Total hourly rate	Daily		Saturday		Sunday and holiday
								1 1/2x	2x	1 1/2x	2x		
Nozzlemn, Rodman	\$18.06	\$2.62	\$3.84	\$2.02	-	-	8	\$26.54	b\$35.57	\$44.60	c\$35.57	\$44.60	\$44.60
Gunman	17.11	2.62	3.84	a 2.02	-	-	8	25.59	b 34.145	42.70	c 34.145	42.70	42.70
Reboundman	15.60	2.62	3.84	a 2.02	-	-	8	24.08	b 31.88	39.68	c 31.88	39.68	39.68

<sup>a</sup> Includes an amount per hour worked for supplemental dues.

<sup>b</sup> Rate applies to the first 3 overtime hours.

<sup>c</sup> Rate applies to the first 11 overtime hours.

**Recognized Holidays:** Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

**Travel and subsistence payments:** The contractor shall make all travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 and 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Housemover (Laborer)

Determination: SD-102-507-1-87-2

Issue date: July 22, 1987

Expiration date of determination: June 30, 1988<sup>a</sup>. Effective until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research ((415) 557-0561) for new rates after 10 days from the expiration date if no subsequent determination is issued.

Locality: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

Classification (Journey person)	Employer payments					Straight-time		Overtime hourly rate					
	Basic straight-time hourly rate	Health and Welfare	Pension	Vacation/holiday	Training	Other payments	Hours	Total hourly rate	Daily 1 1/2X	2X	Saturday 1 1/2X	2X	Sunday and holiday
Housemover	\$14.15	\$2.47	\$3.74	\$2.00	-	-	8	\$22.36	\$29.435	-	\$29.435	-	\$36.51
Yard Maintenance Worker	13.90	2.47	3.74	\$2.00	-	-	8	22.11	29.06	-	29.06	-	36.01
Trainee	9.45	2.47	3.74	\$2.00	-	-	8	17.66	22.385	-	22.385	-	27.11

<sup>a</sup>Includes an amount per hour worked for supplemental dues.

<sup>b</sup>Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

Recognized holidays: Holidays upon which the general prevailing hourly wage rate shall be paid shall be all legal federal and/or state holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

Travel and subsistence payments: The contractor shall make travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.6.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE, PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

Craft: Fence Constructor (Laborer)

Determination: SO-23-X-25-87-1

Issue date: July 22, 1987

Expiration date of determination: June 15, 1988\* Effective until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 557-0561 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Locality: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

Minimum Wage Rates  
 43 OF 76

Classification (Journey person)	Employer payments					Straight-time		Overtime hourly rate					
	Basic straight- time hourly rate	Health and Welfare	Pension	Vacation/ holiday	Training	Other payments	Hours	Total hourly rate	Daily 1 1/2X	2X	Saturday 1 1/2X	2X	Sunday and holiday
Pneumatic tool operator, Post-hole digger (all methods except manual)	\$15.47	\$2.47	\$3.74	\$2.00	\$.12	-	8	\$23.80	\$31.535	-	\$31.535	-	\$39.27
Cement mixer	15.55	2.47	3.74	2.00	.12	-	8	23.88	31.655	-	31.655	-	39.43
Hand guided lagging hammer	15.77	2.47	3.74	2.00	.12	-	8	24.10	31.985	-	31.985	-	39.87
Post-hole digger-manual, Laborer	15.12	2.47	3.74	2.00	.12	-	8	23.45	31.01	-	31.01	-	38.57

Recognized holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all legal federal and/or state holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

Travel and subsistence payments: The contractor shall make travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1771 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Landscape/Irrigation Laborer/Tender

Determination: 5C-102-X-14-89-1

Issue date: February 22, 1989

Expiration date of determination: October 1, 1989\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated into contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates (415) 557-0561.

Locality: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Union/Nonperson)	Basic straight- time hourly rate	Employer payments					Straight-time		Overtime hourly rate		
		Health and welfare	Pension	Vacation/ holiday	Training	Other payments	Hour	Total hourly rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and holiday
Landscape/Irrigation Laborer	115.34	\$2.62	\$3.84	<sup>a</sup> \$2.00	\$ .12	-	8	\$23.92	\$31.59	\$31.59	\$39.24
Landscape/Irrigation Tender <sup>b</sup>											
First 12 Months of Employment	5.60 <sup>c</sup>	-	-	-	-	-	8	5.60	8.40	8.40	11.20
Second 12 Months of Employment	7.39 <sup>c</sup>	-	-	-	-	-	8	7.39	11.085	11.085	14.78
Third 12 Months of Employment	8.43 <sup>c</sup>	-	-	-	-	-	8	8.43	12.645	12.645	16.86
Fourth 12 Months of Employment	8.60 <sup>c</sup>	-	-	-	-	-	8	8.60	12.90	12.90	17.20

<sup>a</sup> Includes an amount per hour worked for supplemental dues.

<sup>b</sup> The first employee on the job shall be a Landscape/Irrigation Laborer. Thereafter, the number of Tenders may not exceed the number of Laborers.

<sup>c</sup> Includes an amount for vacation/holiday fund.

Recognized Holidays: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid shall be all holidays determined by wage surveys or recognized in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.

Travel and subsistence payments: The contractor shall make all travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 2, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: PAVING AND SIGNSRAY IMPROVEMENT PAINTERS

DETERMINATION: SC-200-E-17-89-1

ISSUE DATE: FEBRUARY 22, 1989

EXPIRATION DATE OF DETERMINATION: MARCH 31, 1989-4 THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR SPECIFIC RATES (415) 557-0361.

LOCALITY: ALL LOCALITIES WITHIN FRESNO, IMPERIAL, KERN, KINGS, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, TULARE, AND VENTURA COUNTIES.

CLASSIFICATION (JOURNEYPERSON)	EMPLOYER PAYMENTS					STRAIGHT-TIME		OVERTIME HOURLY RATE		
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	HOURS TOTAL HOURLY RATE	DAILY		HOLIDAY	
							1 1/2X	2X		2X
STRIPER, TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER	\$16.78	\$1.90	.90	D .86	-	8 826.44	\$28.83	\$37.22	\$37.22	
TRAFFIC DELINEATING DEVICE APPLICATOR	\$ 15.84	1.90	.90	D .86	-	8 18.40	c 27.57	35.34	35.34	
TRAFFIC SURFACE ABRASIVE BLASTER	\$ 14.26	1.90	.90	D .86	-	8 17.92	c 25.05	32.18	32.18	
TRAFFIC SAFETY CONTROL	\$ 14.26	1.90	.90	D .86	-	8 17.92	c 25.05	32.18	32.18	
TRAINEE FOR ABOVE CLASSIFICATIONS										
STEP 4 (3300 WORKING HOURS)	\$ 12.59	1.90	.90	D .86	-	8 16.25	c 22.343	28.84	28.84	
STEP 3 (2000 WORKING HOURS)	\$ 10.97	1.90	.90	D .86	-	8 13.75	c 18.765	23.80	23.80	
STEP 2 (1800 WORKING HOURS)	\$ 9.23	1.90	.90	D .86	-	8 12.89	c 17.303	22.12	22.12	
STEP 1 (0700 WORKING HOURS)	\$ 6.39	1.90	.90	D .86	-	8 12.05	c 16.245	20.44	20.44	
SERVICEPERSON	\$ 10.97	1.90	.90	D .86	-	8 13.73	c 18.765	23.80	23.80	
HELPER	\$ 10.97	1.90	.90	D .86	-	8 13.73	c 18.765	23.80	23.80	

PAVING LOTS, GAMECOURTS, PLAYGROUNDS

STRIPING, SEAL COATING, BUMPERS

INSTALLATION	\$ 8.75	1.90	.90	D .86	-	8 12.41	c 16.785	21.16	21.16
HELPER	\$ 8.25	1.90	.90	D .86	-	8 11.91	c 16.035	20.16	20.16
TRAINEE	\$ 5.00	1.90	.90	D .86	-	8 8.66	c 11.16	13.66	13.66

PAVEMENT SEALING, SLURRY SEAL INCLUDING RESURFACING AND REPAIR WHEN DONE IN CONJUNCTION WITH PAVEMENT SEALING AND SLURRY SEAL WORK

SEALER/MIXER	\$ 15.24	1.90	.90	D .86	-	8 18.90	c 26.32	34.14	34.14
SHUTTLEPERSON, APPLICATOR OPERATOR, SQUEEGEPERSON	\$ 13.48	1.90	.90	D .86	-	8 17.15	c 23.885	30.64	30.64
TRAFFIC SURFACE PROTECTIVE SCALING APPLICATOR	\$ 15.87	1.90	.90	D .86	-	8 19.53	c 27.465	35.40	35.40

\* INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK-OFF.

† RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY: \$1.22 PER HOUR WORKED FOR EMPLOYMENT OVER ONE YEAR BUT LESS THAN 3 YEARS; \$1.62 PER HOUR WORKED FOR OVER 3 YEARS BUT LESS THAN 10 YEARS; \$1.90 PER HOUR WORKED FOR 10 YEARS OR MORE. THE OVERTIME COMPUTATIONS SHOULD BE INCREASED BY ANY APPLICABLE INCREASE IN VACATION/HOLIDAY PAY.

‡ RATE APPLIES TO FIRST 4 OVERTIME HOURS IN ANY ONE DAY AND FOR MORE IN EXCESS OF 40 HOURS IN ANY ONE DESIGNATED WORK WEEK. ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.

§ JOURNEYMAN TO TRAINEE RATIO: FOR EACH JOURNEYPERSON EMPLOYED ON THE JOB SITE TWO TRAINEES WILL BE ALLOWED OR A COMBINATION OF ONE TRAINEE AND ONE HELPER

¶ RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

‡ TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.6.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: **CEMENT MASON**

DETERMINATION: SC-13-103-2-89-1

ISSUE DATE: FEBRUARY 21, 1989

EXPIRATION DATE OF DETERMINATION: JUNE 30, 1989\*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR SPECIFIC RATES (415) 557-0561.

LOCALITY: ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES.

CLASSIFICATION: JOURNEYPERSON	INDIRECT PAYMENTS				STRAIGHT-TIME			OVERTIME HOURLY RATE				
	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION AND HOLIDAYS	TRAINING	HOURS	TOTAL HOURLY RATE	DAILY 1 1/2X 2X	SATURDAY 1 1/2X 2X	SUNDAY AND HOLIDAY		
CELLULAR CEMENT MASON, CHIPPING, PATCHING, SETTING, CURB, FORM AND PLANK, SETTING OF LINES, STAKES AND GRADES; SETTING SCREEDS, WHICH INCLUDES SCREED PINS; CUTTING, SCORING AND SAWING NEW CONCRETE; FILLING, FILLING SHOE-BOLT HOLES; DRY PACKING CONCRETE AND EPBOD; TENDING MATERIAL HOSE ON SLABS, FLOORS AND DECKS; TENDING RIDDER TRUCK CHUTE ON SLABS, FLOORS, AND DECKS; BUSH HAMMERING; PATCHING AND SACKING, RODDING, TAMPING, SIT WELL AND SIMILAR TYPES RODDING MACHINES, BULL FLOATING; CURB AND CUTTER MACHINE OPERATOR; CLAY AND SIMILAR TYPE OF SCREED OPERATOR (CEMENT ONLY); GRINDING MACHINE OPERATOR (ALL TYPES); JACKSON VIBRATORY AND SIMILAR TYPE SCREED OPERATOR; SCORING MACHINE OPERATOR	\$18.81	2.35	3.00	2.60	0.20	8	26.96	a 36.365	45.77	b 36.365	45.77	45.77
MAGNESITE, MAGNESITE-TERRAZO AND MASTIC COMPOSITION, EPOXY, URETHANES AND EXOTIC COATINGS, DEX-O-TEX FLOATING AND TROWELING MACHINE OPERATOR	18.93	2.35	3.00	2.60	0.20	8	27.08	a 36.545	46.01	b 36.545	46.01	46.01
	18.04	2.35	3.00	2.60	0.20	8	27.21	a 36.76	46.27	b 36.76	46.27	46.27

- \* INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED UPON REQUEST.
- a RATE APPLIES TO THE FIRST 4 OVERTIME HOURS.
- b RATE APPLIES TO THE FIRST 8 OVERTIME HOURS.

NOTE: TRAINING AND TRUST FUND CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.3. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY BE ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION OF APPRENTICESHIP STANDARDS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

DETERMINATION: SC-23-261-2-88-1

GRADE: TRADESMAN

ISSUE DATE: NOVEMBER 22, 1988

EXPIRATION DATE OF DETERMINATION: JUNE 30, 1989\*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR SPECIFIC RATES (415) 557-0561.

LOCALITY: ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES.

CLASSIFICATION (JOB/PERSON)	BASIC HOURLY RATE	HEALTH AND WELFARE	EMPLOYER PAYMENTS				STRAIGHT-TIME		OVERTIME HOURLY RATE			
			PSKION	VACATION/ HOLIDAY	TRAINING OTHER PAYMENTS	HOURS TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY			
A-FRAME OR SWEDISH CRANE, OR SIMILAR TYPE EQUIPMENT DRIVER, FORKLIIFT DRIVER, ROCK CARRIER DRIVER-HIGHWAY	37.75	3.05	3.37	2.25	0.24	0	326.86	335.835	-	335.835	-	344.41
BOOTHMAN, CEMENT DISTRIBUTOR TRUCK, FUEL TRUCK DRIVER, WATER TRUCK (2 AXLES)	17.43	3.05	3.37	2.25	.24	0	26.34	35.055	-	35.055	-	43.77
DRIVER OF OIL SPREADER TRUCK DRIVER OF TRANSIT-MIX TRUCK-UNDER 3 YDS. CONCRETE TRUCK, LESS THAN 4 1/2 YDS WATER LEVEL	17.44	3.05	3.37	2.25	.24	0	26.34	35.43	-	35.43	-	44.27
DRIVER OF TRANSIT-MIX TRUCK 3 YDS OR MORE, CONCRETE TRUCK, 4 1/2 YDS WATER LEVEL AND OVER	17.49	3.05	3.37	2.25	.24	0	26.40	35.145	-	35.145	-	43.89
DRIVER OF TRANSIT-MIX TRUCK 3 YDS OR MORE, CONCRETE TRUCK, 6 1/2 YDS WATER LEVEL AND OVER	17.43	3.05	3.37	2.25	.24	0	26.34	35.355	-	35.355	-	44.17
LOW BED DRIVER (4 AXLES OR OVER)	18.40	3.05	3.37	2.25	.24	0	27.31	38.51	-	38.51	-	48.71
PS AND SIMILAR TYPE TRUCKS, PIPE-LINE AND UTILITY WORKING TRUCK DRIVER, INCLUDING WINCH TRUCK, BUT LIMITED TO TRUCKS APPLICABLE TO PIPELINE AND UTILITY WORK, WHERE A COMPOSITE CREW IS USED, SLURRY TRUCK DRIVER, TRUCK GREASER AND TIREMAN (\$1.00 PER HOUR ADDITIONAL FOR TIREMAN)	17.58	3.05	3.37	2.25	.24	0	26.49	35.29	-	35.29	-	44.37
PROSION CONTROL DRIVER	17.45	3.05	3.37	2.25	.24	0	26.34	35.085	-	35.085	-	43.81
TRAFFIC-CONTROL PILOT CAR, EXCLUDING MOVING HEAVY EQUIPMENT PERMIT LOAD	17.25	3.05	3.37	2.25	.24	0	26.36	34.785	-	34.785	-	43.41
TRUCK MOUNTED POWER BROOM	17.31	3.05	3.37	2.25	.24	0	26.22	34.875	-	34.875	-	43.53
TRUCK REPAIRMAN, WATER PULL (SINGLE ENGINE), WELDER	18.20	3.05	3.37	2.25	.24	0	27.11	34.21	-	34.21	-	43.31
TRUCK REPAIRMAN HELPER	17.50	3.05	3.37	2.25	.24	0	26.42	35.16	-	35.16	-	43.41
TRUCK REPAIRMAN-WELDER	18.30	3.05	3.37	2.25	.24	0	27.21	34.36	-	34.36	-	43.51
WAREHOUSEMAN	17.17	3.05	3.37	2.25	.24	0	26.06	34.665	-	34.665	-	43.25
WAREHOUSEMAN CLEAN	17.55	3.05	3.37	2.25	.24	0	26.47	35.25	-	35.25	-	44.03
WATER PULL, TWIN ENGINE (WITH OR WITHOUT ATTACHMENTS)	19.20	3.05	3.37	2.25	.24	0	28.11	37.71	-	37.71	-	47.31
WATER PULL, SINGLE ENGINE (WITH ATTACHMENTS)	18.70	3.05	3.37	2.25	.24	0	27.42	36.94	-	36.94	-	46.37
WATER TRUCK (3 OR MORE AXLES)	17.33	3.05	3.37	2.25	.24	0	26.44	35.235	-	35.235	-	44.11
DRIVER OF VEHICLE OR COMBINATION OF VEHICLES OF (INCLUDES ALL VEHICLES LESS THAN 4 TONS)												
2 AXLES	17.25	3.05	3.37	2.25	.24	0	26.16	34.745	-	34.745	-	43.31
3 AXLES	17.40	3.05	3.37	2.25	.24	0	26.32	35.01	-	35.01	-	43.71
4 OR MORE AXLES	17.45	3.05	3.37	2.25	.24	0	26.36	35.085	-	35.085	-	44.01
ALL OFF-HIGHWAY EQUIPMENT (OFF-HIGHWAY COMBINATION OF VEHICLES OR EQUIPMENT WITH MULTIPLE POWER SOURCES \$1.00 PER HOUR ADDITIONAL) EXCEPT DRIVER OF DUMP TRUCK OF: LESS THAN 16 YDS WATER LEVEL	18.20	3.05	3.37	2.25	.24	0	27.11	34.21	-	34.21	-	43.31
16 YDS BUT LESS THAN 25 YDS WATER LEVEL	17.45	3.05	3.37	2.25	.24	0	26.34	35.065	-	35.065	-	43.41
25 YDS OR MORE WATER LEVEL	17.70	3.05	3.37	2.25	.24	0	26.41	35.44	-	35.44	-	44.31
	18.20	3.05	3.37	2.25	.24	0	27.11	34.21	-	34.21	-	43.31

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

- EFFECTIVE UNTIL SUPERSEDED BY NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT DIVISION OF LABOR STATISTICS AND RESEARCH ((415) 557-0541) FOR NEW RATES AFTER 10 DAYS FROM THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH FOR SPECIFIC RATES ((415) 557-0541).
- R INDICATES AN APPRENTICEABLE CRAFT. RATES FOR APPRENTICES WILL BE FURNISHED ON REQUEST.
- A THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- C IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE HOURLY RATE IS ADDED TO DAILY AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- D RATE APPLIES TO THE FIRST 4 OVERTIME HOURS ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E RATE APPLIES TO STREETLIGHTING, TRAFFIC SIGNALS AND UNDERGROUND SYSTEMS IN STREETS AND/OR ESTABLISHED EASEMENTS.
- F RATE APPLIES ONLY TO STREETLIGHT ON TRAFFIC SIGNAL WORK.
- G RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- H DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- I INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES
- J EMPLOYEE RECEIVES AN AMOUNT EQUAL TO 2% OF THE PRECEDING YEAR'S STRAIGHT-TIME HOURLY EARNINGS AFTER ONE YEAR OF CONTINUOUS SERVICE FOR THE EMPLOYER; AN AMOUNT EQUAL TO 4% OF THE PRECEDING YEAR'S STRAIGHT-TIME HOURLY EARNINGS IS PAID AFTER 2 YEARS OF CONTINUOUS SERVICE; AN AMOUNT EQUAL TO 6% OF THE PRECEDING YEAR'S STRAIGHT-TIME HOURLY EARNINGS IS PAID AFTER 10 YEARS OF CONTINUOUS SERVICE. WHEN AN EMPLOYEE IS TERMINATED PRIOR TO HAVING 1 YEAR OF SERVICE, 2% OF HIS ACCUMULATED STRAIGHT-TIME EARNINGS SHALL BE PAID. WORKERS RECEIVE 8 PAID HOLIDAYS PER YEAR.
- K RATE APPLIES TO THE FIRST 3 DAILY OVERTIME HOURS AND THE FIRST 11 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SATURDAY OVERTIME HOURLY RATE. RATE DOES NOT INCLUDE VACATION/HOLIDAY PAYMENT. PLEASE SEE FOOTNOTE FOR VACATION/HOLIDAY PAYMENT.
- L RATE DOES NOT INCLUDE VACATION/HOLIDAY PAYMENT. PLEASE SEE FOOTNOTE FOR VACATION/HOLIDAY PAYMENT.
- M RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE. RATE DOES NOT INCLUDE VACATION/HOLIDAY PAYMENT. PLEASE SEE FOOTNOTE FOR VACATION/HOLIDAY PAYMENT.
- N INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- O RATE APPLIES TO THE FIRST 2 OVERTIME HOURS ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- P RATE APPLIES TO FIRST OVERTIME HOUR ONLY; ALL OTHER TIME IS PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- Q RATE APPLIES TO LOS ANGELES COUNTY, EXCEPT THE POMONA AREA (WHICH IS WEST TO IRWINDALE AVENUE, AZUSA, NORTH TO FOOTHILL BOULEVARD TO SAN GABRIEL CANYON ROAD; SOUTH ON IRWINDALE AVENUE TO SAN BERNARDINO ROAD; SOUTH ON SUNSET AVENUE TO VALLEY BOULEVARD; VALLEY TO 7TH AVENUE TO LOS ALTOS DRIVE TO HACIENDA BOULEVARD TO THE ORANGE COUNTY LINE.
- R INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- S INCLUDES 10¢ PER HOUR WORKED FOR DEATH BENEFIT.
- T A SPECIAL PREVAILING WAGE DETERMINATION FOR REPAINT WORK MAY BE AVAILABLE. PLEASE CONTACT THE DIVISION OF LABOR STATISTICS AND RESEARCH 45 DAYS PRIOR TO BID ADVERTISEMENT FOR A RESPONSE.
- U RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- V RATE APPLIES TO POMONA AREA.
- W INCLUDES AN AMOUNT FOR LIFE INSURANCE BENEFITS.
- X INCLUDES CONTRIBUTION FOR ADMINISTRATION COSTS OR FUNDS.
- Y CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED.
- Z RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AA INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- BB SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER
- CC TRADESMEN ARE NOT PERMITTED ON ANY JOB THAT DOES NOT HAVE A JOURNEYMAN PIPELAYER. ADDITIONAL WORKERS MAY BE JOURNEYMEN OR TRADESMEN.
- DD INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND ADMINISTRATIVE DUES.
- EE THE FIRST WORKER WILL BE A JOURNEYMAN PLUMBER. THERE MUST BE AT LEAST ONE JOURNEYMAN OR APPRENTICE FOR EACH TRADESMAN USED.
- FF RATE IS DOUBLED FOR EACH OVERTIME HOUR.
- GG DUTIES ARE LIMITED TO THE CLEANING, SERVICING, ADJUSTING, REPAIRING AND REPLACING OF MINOR PARTS, EQUIPMENT AND ADJUNCT ACCESSORIES ON PACKA GE HEATING AND AIR CONDITIONING EQUIPMENT.
- HH SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.
- II APPLIES TO THAT PORTION OF THE COUNTY BOUNDED BY A LINE DRAWN BETWEEN BIG PINES RECREATIONAL AREA AND THROUGH THE CITY OF GORMAN TO THE VENTURA COUNTY LINE IN THE NORTH, SOUTH ALONG THE VENTURA COUNTY LINE TO THE PACIFIC OCEAN, EAST TO THE CITY LIMITS OF LONG BEACH, NORTH ALONG THE LOS ANGELES RIVER, THEN EAST ALONG THE IMPERIAL HIGHWAY TO THE ORANGE COUNTY LINE THEN NORTH TO THE BIG PINES RECREATIONAL AREA.
- JJ INCLUDES AN AMOUNT FOR RETIREE'S FUND AND DIABETES FUND.
- KK INCLUDES AN AMOUNT PER HOUR WORKED FOR COLA FUND.
- LL APPLIES TO THAT PORTION OF THE COUNTY SOUTH OF THE IMPERIAL HIGHWAY AND EAST OF THE LOS ANGELES RIVER, INCLUDING ALL OF THE CITY OF LONG BEACH.
- MM APPLIES TO THAT PORTION OF THE COUNTY NORTH OF A STRAIGHT LINE BETWEEN GORMAN AND BIG PINES.
- NN INCLUDES NATIONAL PENSION CONTRIBUTION WHICH IS PAID AT THE OVERTIME FACTOR FOR EACH OVERTIME HOUR WORKED.
- OO APPLIES TO THE CITIES OF POMONA AND CLAREMONT.
- PP INCLUDES AN AMOUNT FOR THE STABILIZATION AGREEMENT SHEET METAL INDUSTRY(SASHI) FUND.
- QQ RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- RR RATE APPLIES TO THE FIRST YEAR OF EMPLOYMENT ONLY: 67¢ AFTER 2 YEARS; 87¢ AFTER 8 YEARS; 91.97 AFTER 15 YEARS.
- SS RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAY. DOUBLE-TIME IS PAID FOR WORK ON HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.
- TT RATE APPLIES TO THE FIRST YEAR OF EMPLOYMENT ONLY: 10¢ AFTER 2 YEARS; 92¢ AFTER 8 YEARS; 61.13 AFTER 15 YEARS.
- UU RATE APPLIES TO THE FIRST YEAR OF EMPLOYMENT ONLY: 59¢ AFTER 2 YEARS; 74¢ AFTER 8 YEARS; 94¢ AFTER 15 YEARS.

NOTE: TRAINING AND TRUST FUND CONTRIBUTIONS FOR CRAFTS AND CLASSIFICATIONS IN APPRENTICEABLE OCCUPATIONS ARE REQUIRED TO BE MADE IN ACCORDANCE WITH THE APPROPRIATE JOINT APPRENTICESHIP TRAINING STANDARDS SET FORTH IN LABOR CODE SECTION 1777.5. IF THE APPROPRIATE RATES ARE NOT SPECIFIED BY A DETERMINATION, THEY MAY BE ASCERTAINED BY CONTACTING THE APPROPRIATE JOINT APPRENTICESHIP TRAINING COMMITTEE OR THE LOCAL OFFICE OF THE DIVISION OF APPRENTICESHIP STANDARDS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS DETERMINED BY WAGE SURVEYS OR RECOGNIZED IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS.

TRAVEL AND SUBSISTENCE PAYMENTS: THE CONTRACTOR SHALL MAKE TRAVEL AND SUBSISTENCE PAYMENTS TO EACH WORKER NEEDED TO EXECUTE THE WORK, AS SUCH TRAVEL AND SUBSISTENCE PAYMENTS ARE DEFINED IN THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT FILED WITH THE DIRECTOR OF INDUSTRIAL RELATIONS IN ACCORDANCE WITH LABOR CODE SECTION 1773.8.

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FEDERAL WAGE RATES



GENERAL WAGE DECISION NO. C487-2

RECEIVED

Supersedes General Wage Decision No. C486-2

DEC - 2 1987

State: CALIFORNIA

INDUSTRIAL RELATIONS DEPT.  
A.G.C. BAK

County(ies): Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura

Construction Type: Building, Heavy, Highway, Residential & Dredging

Construction Description: Building Construction; Heavy construction (does not include TV/Grout work or Water Well Drilling; and in Kern County, does not include oil well drilling); Highway construction; Residential construction (except for Inyo and Mono counties); Dredging

Modification Record:

No.	Publication Date	Page No. (s)
1	Feb. 6, 1987	48-48-81
2	Apr. 10, 1987	48-82c
3	May 8, 1987	48-87
4	Sept. 4, 1987	48-82c
5	Oct. 2, 1987	48-81c
		48-48, 81
		48-82c
6	Oct. 23, 1987	48-48-82c
7	Nov. 13, 1987	48-80-87
		48-81

A.G.C. of CAL  
- HQ -

DEC 1 - '87

RBM  RE  
 DD  IGS  
 PF  TJ  
 LH  FROD  
 DM  BSOX  
 LH  FILE  
 JP  
 OTHER T. Margado

U.S. Department of Labor



CL87-2

	Basic Hourly Rates	Fringe Benefits
ASBESTOS WORKERS	23.09	5.45
BOILERMAKERS:		
Boilermakers	21.60	4.50
*BRICKLAYERS; STONEMASONS:		
*Area 1	19.35	4.10
*Area 2	19.64	4.46
Area 3	23.25	4.12
*Area 4A	21.95	4.70
*Area 4B	23.45	4.70
Area 5:		
Bricklayers; Stonemasons; Marble, Terrazzo and Tile Setters	20.03	5.00
*Area 6	21.30	5.18
Area 7	21.00	3.57
*Area 8	23.59	4.46
BRICK TENDERS	15.77	6.33
CARPENTERS:		
Area 1:		
Bridge or dock Carpenter; Piledriver/ Derrick Barge; Heavy Framer and Rock Slinger	21.32	3.25
Shingler (commercial work)	23.32	3.25
Carpenters; Cabinet Installer; Insulation Installer	23.19	3.25
Hardwood Floor Layer and Acoustical Installer	23.35	3.25
Millwrights	21.69	3.25
Pneumatic Nailer or Power Stapler	23.44	3.25
Saw Filers	23.27	3.25
Table Power Saw Operator	23.29	3.25
Work on single family homes and apart- ments up to and including 3 stories: Framer and Finish Carpenter	18.79	3.25
Insulation and weatherstripping Installer	17.80	2.45
Shingler	18.42	2.35
Concrete	20.17	3.25
Cabinet Installer	19.645	3.25
Area 2:		
Bridge or dock Carpenter; Piledriver/ Derrick Barge; Heavy Framer and Rock Slinger	21.32	3.25
Shingler (commercial work)	21.32	3.25
Carpenters; Cabinet Installers and Insulation Installer	21.19	3.25
Hardwood Floor Layer and Acoustical Installer	21.35	3.25
Millwrights	21.69	3.25
Pneumatic Nailer or Power Stapler	21.44	3.25
Saw Filers	21.27	3.25
Table Power Saw Operator	21.29	3.25
Work on single family homes and apart- ments up to and including 3 stories: Framer and Finish Carpenter	16.79	3.25

Vol. III

46 (Nov. 13, 1987)

U.S. Department of Labor



CA87-2

Area 3:		
Bridge or dock Carpenter; Piledriver/ Derrick Barge; Rock Slinger; Shingler	17.275	7.33
Carpenters; Cabinet Installer; Insulation Installer	16.575	7.33
Hardwood Floor Layer and Acoustical Installer	16.775	7.33
Millwrights	17.645	7.33
Pneumatic Nailer or Power Stapler	16.825	7.33
Saw Filers	16.665	7.33
Table Power Saw Operator	16.675	7.33
Work on single family homes and apart- ments up to and including 3 stories:		
Framer and Finish Carpenter	16.29	3.395
Cabinet & Insulator Installer	17.145	3.395
Slab on grade (residential con- crete construction excluding sub- terranean garages)	16.575	5.775
CEMENT MASONS:		
Area 1:		
Cement Masons	19.31	6.85
Cement Mason (Magnesite)	19.43	6.85
Cement Floating and Troweling Machine	19.56	6.85
Area 2:		
Cement Masons	17.31	6.85
Cement Mason (Magnesite)	17.43	6.85
Cement Floating and Troweling Machine	17.56	6.85
DIVERS*:		
Diver, Wet	41.47	7.33
Diver, Stand-by	20.87	7.33
Diver, Tender	19.87	7.33
DRYWALL INSTALLERS/LATHER:		
Inyo, Kern and Mono Counties	16.825	5.25
Remainder of Counties:		
Drywall Installer/ Lather	18.53	7.06
Drywall Stocker, Scrapper and Clean- up	9.31	2.25
Residential Drywall/Latner	18.53	5.06
*ELECTRICIANS:		
Area 1:		
Electricians	18.00	3.90+ 3%
Cable Splicers	18.45	3.90+ 3%
Sound Installers	15.95	1.28+ 3%
Utility Technicians (covers street lights, traffic signals, and under- ground systems in streets and/or es- tablished easements)	16.50	.47+ 3%
Area 2:		
Electricians	18.65	4.55+ 3%
Cable Splicers	20.52	4.55+ 3%
Residential Electrician	12.00	2.00+ 3%
Area 3:		
Electricians	23.00	5.24+ 3%
Cable Splicers	23.60	5.24+ 3%
Sound Technician	16.95	2.69+ 3%
Residential Electrician	13.50	1.50+ 3%
Utility Technicians (covers the		





CA87-2

installation, maintenance, renovation and repair of street lighting and traffic signal work or systems, whether overhead or underground, including dusk to dawn lighting installations and ramps for access to or egress from freeways, but excluding installations of new freeway construction)	17.25	5.55+	3%
Area 4:			
Electrician	22.88	3.30+	3%
Cable Splicer	23.93	3.30+	3%
Alarm Technician	11.75	.10	
Residential Electrician	14.50	1.50+	3%
Area 5:			
Electrician	17.79	4.81+	3%
Cable Splicers	18.29	4.81+	3%
Residential Electrician (3 stories or less)	12.50	1.51+	3%
Area 6:			
Work on single family homes & apartments up to & including 3 stories	12.50	1.50+	3%
Electrical Contracts over \$2 million:			
Electricians	20.80	5.88+	3%
Cable Splicer	21.30	5.88+	3%
Electrical Contracts \$2 million and under:			
Electricians	18.80	5.88+	3%
Cable Splicers	19.30	5.88+	3%
Area 7:			
Work on single family homes & apartments up to & including 3 stories	11.65	4.03+	3%
Electrical Contracts over \$500,000:			
Electrician	23.00	3.88+	3%
Cable Splicer	25.30	3.88+	3%
Electrical Contracts \$500,000 or less:			
Electrician	17.50	3.88+	3%
Cable Splicer	19.25	3.88+	3%
Area 8:			
Electrical Contracts over \$250,000, with a main electrical service over 1200 amps:			
Electricians	22.67	4.52+	3%
Cable Splicers	24.17	4.52+	3%
Electrical Contracts of \$250,000 or less with a main electrical service of 1200 amps or less:			
Electricians	18.00	4.52+	3%
Cable Splicers	19.80	4.52+	3%
Work on single family homes and apartments 3 stories or less	11.40	4.52+	3%
Area 9:			
Electrician	21.00	5.27+	3%
Cable Splicers	23.10	5.27+	3%
Area 10:			
Electrical Contracts over \$250,000,			



CA87-2

Area 2:		
Electricians	18.65	4.35+ 3%
Cable Splicers	20.32	4.35+ 3%
Residential Electrician	12.00	2.00+ 3%
Area 3:		
Electricians	23.00	5.24+ 3%
Cable Splicers	23.60	5.24+ 3%
Sound Technician	16.95	2.69+ 3%
Residential Electrician	13.50	1.80+ 3%
Utility Technicians (covers the installation, maintenance, renovation and repair of street lighting and traffic signal work or systems, whether overhead or underground, including dusk to dawn lighting installations and ramps for access to or egress from freeways, but excluding installations of new freeway construction)	17.25	5.33+ 3%
Area 4:		
Electrician	23.95	3%+ 3.05
Cable Splicer	25.05	3%+ 3.05
Alarm Technician	11.75	.10
Residential Electrician	14.50	1.25+ 3%
Area 5:		
Electrician	20.31	3.18+ 3%
Electronic Technician	16.59	3%+ 1.57
Cable Splicers	21.04	3.18+ 3%
Residential Electrician (3 stories or less)	12.50	1.51+ 3%
Area 6:		
Work on single family homes & apartments up to & including 3 stories	12.50	1.50+ 3%
Electrical Contracts over \$2 million:		
Electricians	21.30	5.68+ 3%
Cable Splicer	21.60	5.68+ 3%
Electrical Contracts \$2 million and under:		
Electricians	19.30	5.68+ 3%
Cable Splicers	19.80	5.68+ 3%
Sound Installer	16.55	1.27+ 3%
Area 7:		
Work on single family homes & apartments up to & including 3 stories	12.05	4.11+ 3%
Electrical Contracts over \$500,000:		
Electrician	23.35	4.06+ 4%
Cable Splicer	25.62	4.06+ 4%
Electrical Contracts \$500,000 or less:		
Electrician	17.85	4.06+ 4%
Cable Splicer	19.63	4.06+ 4%
Area 8:		
Electrical Contracts over \$250,000, with a main electrical service over 1200 amps:		
Electricians	22.67	4.32+ 3%

U.S. Department of Labor



CA87-2

Line Worker; Line truck & equipment operators	23.20	3.98+	4%
Cable Splicers	25.52	3.98+	4%
Area 7:			
Ground	15.75	5.27+	3%
Line Worker	21.00	5.27+	3%
Cable Splicers	23.10	5.27+	3%
Area 8:			
Ground; Ground Driver	20.75	4.10+	4%
Line Worker; Equipment Operator	26.42	4.10+	4%
Cable Splicers	27.82	4.10+	4%
Area 9:			
Ground	17.74	4.40+	4%
Line Worker; Heavy Equipment Operator	22.40	4.40+	4%
Cable Splicers	24.27	4.40+	4%
Area 10:			
Ground	17.00	4.10+	4%
Line Worker; Equipment Operators	22.67	4.10+	4%
Cable Splicers	24.17	4.10+	4%
MARBLE SETTERS:			
Area 1	20.81	5.12	
Area 2	20.75	3.52	
Area 3	18.75	3.95	
Area 4	20.50	3.22	
MARBLE FINISHERS:			
Area 1	14.14	3.80	
MARBLE & TILE FINISHERS:			
Area 1	15.91	5.68	
PAINTERS:			
Area 1:			
Brush; Painter Burner	18.37	4.67	
Paperhangers	18.87	4.67	
Sandblaster; Iron, Steel and Bridge (swing stage)	19.37	4.67	
Sheet Rock Tapers	19.37	4.67	
Brush (swing stage); Spray	18.62	4.67	
Steeplejack	20.02	4.67	
Area 2:			
Brush	18.67	4.68	
Brush Painter. Structural Steel; Paint Burner	18.79	4.68	
Swing Stage, under 13 stories; Sandblaster; Pressure Roller Operator; Paperhanger	18.92	4.68	
Swing stage, over 13 stories	19.04	4.68	
Paste Machine Operator	19.17	4.68	
Spray Painter; Steeplejack	19.92	4.68	
Taper	19.94	4.68	
Area 3:			
Brush	15.00	4.12	
Brush or roller (swing (stage); Paperhanger; Taper; (sheet rock)	15.50	4.12	
Spray; Sandblaster	16.00	4.12	
Spray and Sandblast (swing stage)	16.50	4.12	
Steeplejack	17.00	4.12	
Area 4:			
Brush; Pot Tender	18.57	4.14	

Vol. III

50 (Feb. 6, 1987)

U.S. Department of Labor

CA87-2

All other Commercial underground line:		
Line Technician; Heavy Equipment Operator	16.40	3.30+ 4%
Ground; Truck Driver	12.40	3.30+ 4%
Cable Splicer	16.70	3.30+ 4%
Area 2:		
Ground	13.59	4.40+ 4%
Line Worker; Heavy Equipment Operator	18.65	4.40+ 4%
Cable Splicers	20.52	4.40+ 4%
Area 3:		
Line Worker	23.00	5.24+ 3%
Cable Splicers	23.60	5.24+ 3%
Ground	17.25	5.24+ 3%
Area 4:		
Line Worker	19.15	5.88+ 4%
Cable Splicer	19.80	5.88+ 4%
Ground	16.25	5.84+ 4%
Area 5:		
Cable Splicer	20.93	4%+ 5.10
Ground	15.32	4%+ 5.10
Line Worker	20.43	4%+ 5.10
Area 6:		
Ground	17.51	4.06+ 4%
Line Worker; Line truck & equipment operators	23.95	4.06+ 4%
Cable Splicers	25.23	4.06+ 4%
Area 7:		
Ground	15.75	3.17+ 3%
Line Worker	21.75	3.17+ 3%
Cable Splicers	23.93	3.17+ 3%
Area 8:		
Ground; Ground Driver	20.75	4.27+ 4%
Line Worker; Equipment Operator	25.42	4.27+ 4%
Cable Splicers	27.92	4.27+ 4%
Area 9:		
Ground	17.74	4.40+ 4%
Line Worker; Heavy Equipment Operator	22.40	4.40+ 4%
Cable Splicers	24.27	4.40+ 4%
Area 10:		
Ground	17.00	4.27+ 4%
Line Worker; Equipment Operators	22.67	4.27+ 4%
Cable Splicers	24.17	4.27+ 4%
*MARBLE SETTERS:		
Area 1	23.25	4.12
*Area 2	21.95	4.60
Area 3	20.50	3.22
MARBLE, TERRAZZO & TILE FINISHERS:		
Area 1	15.84	2.60
Area 2:		
Zone 1	13.45	3.70
Zone 2	16.46	3.70
MARBLE & TILE FINISHERS:		
Area 1	16.95	4.95
PAINTERS:		

Vol. III

51 (Nov. 13, 1987)

U.S. Department of Labor



CA67-2

Area 1:		
Brush; Painter Burner	18.37	4.67
Paperhangers	18.87	4.67
Sandblaster: Iron, Steel and Bridge (swing stage)	19.37	4.67
Sheet Rock Tapers	19.37	4.67
Brush (swing stage); Spray	18.62	4.67
Steeplejack	20.02	4.67
Area 2:		
Work on wood frame motels and wood frame convalescent homes	16.50	3.68
Work on service stations and car washes:		
Construction up to and including 3 stories in height such as small shopping centers, small stores, small office buildings and small food establishments; and light metal buildings, small warehouses, small storage facilities and tilt-up buildings; and tenant improvement work such as repainting		
	17.50	4.68
All other work:		
Brush	20.17	4.68
Sandblast; spray; steeplejack	21.42	4.68
Paperhanger; swing-stage	20.42	4.68
Paste machine operator	20.67	4.68
Area 3:		
Brush	17.55	3.32
Brush or roller (swing (stage):		
Paperhanger	18.45	3.32
Spray; Sandblaster; Taper	18.55	3.32
Spray and Sandblast (swing stage):		
Special coaters; Tapers with tools	19.45	3.32
Steeplejack; Structural steel or pipe in place		
	19.95	3.32
Area 4:		
Painter; Pot Tender; (brush)	18.91	4.15
Paperhangers; Paste Machine Operator	19.16	4.15
Iron and steel (brush); Pot Tender (steel)		
	20.16	4.15
Spray Painter; Sandblaster (non-steel); Waterblaster; Power cleaning (non- steel); Steam cleaning (non-steel)		
	19.41	4.15
Sign Painter	19.55	4.15
Steeplejack (non-steel); Iron and steel (spray); Iron and steel sandblast power clean		
	20.66	4.15
High and Hazardous Pay:		
4th and 5th Stories:		
Painter	19.225	4.15
Spray Painter; Sandblaster; Water- Blaster; Power cleaning; Steam cleaning		
	19.785	4.15
Steeplejack	20.265	4.15
6th to 10th Stories:		
Painter	19.66	4.15
Spray Painter; Sandblaster; Water- Blaster; Power cleaning; Steam cleaning		
	20.16	4.15

Vol. III

52 (Oct. 23, 1987)

U.S. Department of Labor



CA87-2

Steeplejack	20.66	4.15
10 Stories and over:		
Painter	20.16	4.15
Spray Painter; Sandblaster; Water- Blaster; Power cleaning; Steam cleaning	20.66	4.15
Steeplejack	21.16	4.15
High Iron and Steel Construction - Bridges over 30':		
Painter	21.66	4.15
Spray Painter; Sandblaster; Water- Blaster; Power cleaning; Steam cleaning	22.16	4.15
Steeplejack	23.16	4.15
PARKING LOT STRIPING WORK AND/OR HIGH- WAY MARKERS:		
Group 1	16.83	3.38
Group 2	15.99	3.38
Group 3	14.31	3.38
Group 4	16.83	3.38
Slurry seal work:		
Sealer/mixer	14.54	3.38
Squeegee; applicator operator and shuttle	12.55	3.38
PLASTERERS:		
Area 1:		
Plasterers	21.23	5.28
Plasterers/Lathers working on single family homes and apartments up to and including 3 stories	18.23	5.28
Area 2:		
Plasterers	25.40	
Plasterers/Lathers working on single family homes and apartments up to and including 3 stories	22.40	
Area 3	21.77	
Area 4	18.07	3.38
Area 5	19.62	5.17
Area 6:		
Plasterers	15.57	4.41
Nozzle operator	15.635	4.41
*PLASTERERS' TENDERS:		
Area 1:		
Work on single family homes and apart- ments up to and including 3 stories:		
Plasterers Tenders	14.96	8.41
Plasterers Clean-up Laborers	11.62	8.41
All other work:		
Plaster Tenders	17.96	8.41
Plaster Clean-up Laborers	14.62	8.41
Area 2	13.41	6.91
Area 3:		
Plaster Tenders	18.115	8.28
Plaster Tenders working on single family homes and apartments up to and including 3 stories	15.115	8.28

Vol. III

53 (Nov. 13, 1987)

U.S. Department of Labor



CA87-2

Area 4:		
All work except Residential work	15.04	8.11
Residential Work (does not apply to Vandenberg Air Force Base, Point Arguello, or Camp Roberts)	12.34	7.96
Area 5:		
Plasterers Tenders	15.04	8.11
Plasterers Tenders working on single family homes and apartments up to and including 3 stories	12.34	7.96
Area 6	17.09	6.91
Area 7	18.69	7.59
PLUMBERS: STEAMFITTERS:		
Area 1		
Zone 1	21.46	9.42
Zone 2	23.73	9.42
Zone 3	24.98	9.42
Area 2	15.97	5.86
Area 3	20.97	5.52
PLUMBERS - LANDSCAPE & IRRIGATION WORK:		
Area 1	16.80	6.75
REFRIGERATION AND AIR CONDITIONING:		
Area 1	21.79	8.60
Area 2	19.55	5.78 + 1%
*ROOFERS:		
Area 1	15.12	3.02
*Area 2	16.25	4.80
Area 3	18.15	6.00
Area 4	18.97	5.885
Area 5	17.055	2.433
*SHEET METAL WORKERS:		
Area 1:		
Work on existing residential buildings, both single and multi-family where each unit is heated and/or cooled by a separate system; new single residential buildings including tracts; new multi-family residential buildings, not exceeding 5 stories of living space in height, provided each unit is heated or cooled by a separate system, not including hotels and motels; light commercial work, defined as being any sheet metal, heating and air conditioning work performed on a wood frame building up to and including 4 stories in height; and tilt-up or concrete block warehouses of any size. Hotels and motels are included in light commercial work provided they otherwise qualify by size and type of construction; tenant improvement	12.59	4.12
All other work	20.92	6.52
Area 2	19.30	3.72
Area 3	21.03	4.77
Area 4	19.53	4.52
Area 5	21.10	6.87
*Area 6:		
Work on single family homes and apartments up to and including 3 stories in height; work on wood frame buildings up to and including 4 stories in height, and all concrete block or tilt-up warehouses of any size. Hotels and motels are included provided they qualify by size and type of construction. Also, tenant		

Vol. III

54 (Nov. 13, 1987)



CAB7-2

improvement work (any work necessary to finish interior spaces)  
Does not include the installation of multi-zone units, package  
units larger than 25 tons nominal capacity, VAV systems with fan  
capacity of 2" SP or greater, built-up systems, hot and chilled  
water systems, rectangular duct systems with a design criteria  
of 1" SP or greater and clean rooms. Does include the  
installation of split systems up to 25 tons nominal capacity

	9.42	6.24
All other work	20.93	6.24
Area 7	23.80	3.33
<b>SOFT FLOOR LAYERS:</b>		
Area 1	18.45	3.94
Area 2	20.17	4.75
Area 3	17.12	4.24
<b>SPRINKLER FITTERS:</b>		
Area 1	24.12	3.75
Area 2	26.07	7.69
<b>TERRAZZO WORKERS:</b>		
Area 1	20.81	5.12
Area 2	22.22	3.80
<b>*TILE SETTERS:</b>		
Area 1	20.81	5.12
Area 2	22.41	4.30
Area 3-A	21.06	4.80
Area 3-B	21.54	4.80
Area 4-A	17.00	2.30
Area 4-B	20.00	2.30
*Area 5	20.05	5.05
<b>LABORERS:</b>		
Area 1:		
Group 1	17.12	8.33
Group 2	17.27	8.33
Group 3	17.47	8.33
Group 4	17.77	8.33
Group 5	17.97	8.33
<b>Landscape Laborers:</b>		
Work on single family homes and apart-		
ments up to and including three stories	12.60	8.33
All other work	17.27	8.33
<b>Tunnel Laborers:</b>		
Group 1	19.03	8.33
Group 2	19.15	8.33
Group 3	19.31	8.33
Group 4	19.59	8.33
<b>Residential work:</b>		
Clean-up: Fencing (Chain link and wood)	13.30	8.33
All other work	14.30	8.33
Area 2:		
Group 1	15.12	8.33
Group 2	15.27	8.33
Group 3	15.47	8.33
Group 4	15.77	8.33
Group 5	15.97	8.33
<b>Landscape Laborers:</b>		
Work on single family homes and apart-		
ments up to and including three stories	10.60	8.33



U.S. Department of Labor

CA87-2



All other work	15.27	8.33
Tunnel Laborers:		
Group 1	17.03	8.33
Group 2	17.15	8.33
Group 3	17.31	8.33
Group 4	17.59	8.33
Residential work:		
Clean-up; Fencing (Chain link and wood)	11.30	8.33
All other work	12.30	8.33
GUNNITE LABORERS:		
Areas 1 & 2:		
Group 1	17.61	8.21
Group 2	16.66	8.21
Group 3	15.40	8.21
POWER EQUIPMENT OPERATORS:		
DREDGING:		
Hydraulic Suction Dredges:		
Lever Operator	21.30	7.35
Deckmate; Watch Engineer; Welder	20.72	7.35
Winch (stern winch on dredge)	20.24	7.35
Bargehand; Deckhand; Firefighter;		
Diler	19.63	7.35
Dozer	20.83	7.35
Clamshell Dredges:		
Lever Operator	21.30	7.35
Deckmate; Watch Engineer	20.72	7.35
Barge Mate	20.24	7.35
Bargehand; Deckhand; Firefighter;		
Diler	19.63	7.35
POWER EQUIPMENT OPERATORS:		
Group 1	19.45	7.35
Group 2	19.73	7.35
Group 3	20.02	7.35
Group 4	20.16	7.35
Group 5	20.32	7.35
Group 6	20.49	7.35
Group 7	20.61	7.35
Group 8	20.76	7.35
Group 9	20.81	7.35
TRUCK DRIVERS:		
Group 1	16.72	8.31
Group 2	16.80	8.31
Group 3	16.86	8.31
Group 4	16.95	8.31
Group 5	16.98	8.31
Group 6	17.00	8.31
Group 7	17.04	8.31
Group 8	17.05	8.31
Group 9	17.10	8.31
Group 10	17.13	8.31
Group 11	17.16	8.31
Group 12-A	17.20	8.31
Group 12-B	17.23	8.31
Group 13	17.25	8.31
Group 14	17.50	8.31
Group 15	17.75	8.31

Vol. III

56 (Nov. 13, 1987)



CA87-2

Group 16	17.85	8.31
Group 17	17.95	8.31
Group 18	18.25	8.31
Group 19	16.75	6.31

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

**DIVERS:** Shall receive a minimum of 8 hrs. pay for any day or part thereof.

**FOOTNOTES:**

- a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit. Seven Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day and Christmas Day
- b. Employer contributes \$.80 per hour to Vacation Fund for the first year of employment. 1 year but less than 5 years \$1.13 per hour to Vacation Fund. 5 years but less than 10 years \$1.48 per hour to Vacation Fund. over 10 years \$1.63 per hour to Vacation Fund.

**AREA DESCRIPTIONS**

**BRICKLAYERS; STONEMASONS:**

- Area 1: Imperial County
- Area 2: Inyo, Kern, and Mono Counties (excluding Edwards AFB and China Lake Naval Weapons Center)
- Area 3: Los Angeles County
- Area 4A: Riverside and San Bernardino Counties (Except China Lake Naval Weapons Center, Ft. Irwin Training Center, and 29 Palms Marine Base)
- Area 4B: China Lake Naval Weapons Center, Ft. Irwin Army Training Center, and 29 Palms Marine Base, in Riverside and San Bernardino Counties
- Area 5: (Bricklayers; Stonemasons; Marble, Terrazzo and Tile Setters) San Luis Obispo and Santa Barbara Counties
- Area 6: Ventura County
- Area 7: Orange County
- Area 8: Edwards Air Force Base and China Lake Naval Weapons Center, in Inyo and Kern Counties

**CARPENTERS:**

- Area 1: Vandenberg Air Force Base, Point Arguello, Point Conception, Camp Roberts, U.S. Naval Air Facility, El Centro, George Air Force Base, Fort Irwin, Neco Marine Ballistic Base, (Yermc), 29 Palms Marine Base
- Area 2: Remaining Counties and parts of Counties
- Area 3: China Lake Naval Weapons Center, Edwards Air Force Base, North Edwards Air Force Base, Mountain Warfare Training Center, Bridgeport
- Area 4: Inyo, Kern and Mono Counties



CA87-2

**CEMENT MASONS:**

- Area 1: Remainder of area
- Area 2: Camp Roberts, China Lake, Edwards Air Force Base, El Centro, Fort Irwin, George Air Force Base, Marine Corps Supply Center, Naval Air Facility, Naval Ordnance Test Station, North Edwards Air Force Base, Point Arguello, Point Conception, and Vandenberg Air Force Base

**DRYWALL INSTALLERS/LATHERS:**

- Area 1: Vandenberg Air Force Base, Point Arguello, Point Conception, Camp Roberts, U.S. Naval Air Facility, El Centro, George Air Force Base, Fort Irwin, Nebo Marine Ballistic Base (Yermo), 29 Palms Marine Base, China Lake Naval Weapons Center, Edwards Air Force Base, North Edwards Air Force Base, Mountain Warfare Training Center, Bridgeport
- Area 2: Remaining Counties and parts of Counties

**ELECTRICIANS:**

- Area 1: Imperial County
- Area 2: Kern County (Remainder of County)
- Area 3: Los Angeles County
- Area 4: Orange County
- Area 5: Riverside County
- Area 6: Inyo, Mono, and San Bernardino Counties
- Area 7: San Luis Obispo County
- Area 8: Santa Barbara (Remainder of County)
- Area 9: Ventura County
- Area 10: Point Arguello and Vandenberg Air Force Base
- Area 11: China Lake Naval Ordnance Test Station and Edwards Air Force Base

**ELEVATOR CONSTRUCTORS:**

- Area 1: Imperial and Inyo Counties; Kern County (south of Tehachapi Range); Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties
- Area 2: Kern County (north of Tehachapi Range)

**GLAZIERS:**

- Area 1: Los Angeles, Orange, Riverside, San Bernardino, Santa Barbara, and Ventura Counties
- Area 2: Imperial County
- Area 3: Inyo, Kern, Mono and San Luis Obispo Counties

**LABORERS:**

- Area 1: Point Arguello, Camp Roberts, Edwards Air Force Base, Naval Ordnance Test Center Inyo-Kern; Vandenberg Air Force Base
- Area 2: Remainder of Counties

**LINE CONSTRUCTION:**

- Area 1: Imperial County
- Area 2: Kern County (excluding Edwards Air Force Base and China Lake Naval Weapons Center)
- Area 3: Los Angeles County
- Area 4: Inyo, Mono, and San Bernardino Counties
- Area 5: Riverside County
- Area 6: San Luis Obispo County



CA87-2

- Area 7: Ventura County
- Area 8: Point Arguello and Vandenberg Air Force Base
- Area 9: Edwards Air Force Base and China Lake Naval Weapons Center
- Area 10: Santa Barbara (Remainder of County)

**MARBLE SETTERS:**

- Area 1: Los Angeles County
- Area 2: Riverside and San Bernardino Counties
- Area 3: Orange County

**MARBLE, TERRAZZO AND TILE FINISHERS:**

- Area 1: Imperial County
- Area 2: Inyo, Kern and Mono Counties
  - Zone 1: Remainder of area
  - Zone 2: China Lake Naval Weapons Center and Edwards Air Force Base

**MARBLE AND TILE FINISHERS:**

- Area 1: Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

**PAINTERS:**

- Area 1: Imperial, Orange, and Riverside Counties; Los Angeles County (Pomona Area); San Bernardino County (excluding western portion)
- Area 2: Inyo County; Los Angeles County (except Pomona Area); Mono County; San Bernardino County (west of a line north of Trono including China Lake Area, Johannesburg, Boron, south including the Wrightwood Area); Kern County (east of the Los Angeles Aqueduct)
- Area 3: Kern County (except the portion lying east of the Los Angeles Aqueduct)
- Area 4: San Luis Obispo, Santa Barbara, and Ventura Counties

**\*PLASTERERS:**

- \*Area 1: Los Angeles, Orange, Riverside and San Bernardino Counties
- \*Area 2: Imperial County
- Area 3: San Luis Obispo County
- Area 4: Santa Barbara County
- Area 5: Ventura County
- Area 6: Kern, Inyo, and Mono Counties

**PLASTERERS' TENDERS:**

- Area 1: Imperial, Inyo, Mono, Riverside, and San Bernardino Counties
- Area 2: Kern County
- Area 3: Los Angeles and Orange Counties
- Area 4: San Luis Obispo County and Santa Barbara County (north part)
- Area 5: Santa Barbara County (south part)
- Area 6: China Lake Naval Ordnance Test Station and Edwards Air Force Base
- Area 7: Ventura County

**PLUMBERS; STEAMFITTERS:**

- Area 1: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties
- Zone Definitions:
  - Zone 1: Remainder of area



CA87-2

Zone 2: Camp Roberts, George Air Force Base and Vandenberg Air Force Base

Zone 3: Fort Irwin Army Base, Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo, San Nicolas Island, 29 Palms Marine Base

Area 2: Inyo, Kern, and Mono Counties

Area 3: China Lake Naval Weapons Center and Edwards Air Force Base

**PLUMBERS - LANDSCAPE AND IRRIGATION WORK:**

Area 1: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties

**REFRIGERATION and AIR CONDITIONING:**

Area 1: Los Angeles and Orange Counties

Area 2: Riverside and San Bernardino Counties

**ROOFERS:**

Area 1: Imperial County

Area 2: Inyo, Kern, and Mono Counties

Area 3: Riverside and San Bernardino Counties

Area 4: Los Angeles, Orange, and Ventura Counties

Area 5: San Luis Obispo and Santa Barbara Counties

**SHEET METAL WORKERS:**

Area 1: Imperial County

Area 2: Kern County and all of Inyo and Mono Counties; Los Angeles County (that portion north of a straight line drawn between Gorman and Big Pines)

Area 3: Los Angeles County (Remaining portion)

Area 4: Orange County

Area 5: Riverside and San Bernardino Counties

Area 6: San Luis Obispo, Santa Barbara, and Ventura Counties

Area 7: Edwards Air Force Base and China Lake Naval Weapons Base

**SOFT FLOOR LAYERS:**

Area 1: Imperial County

Area 2: Los Angeles, Orange, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, and Ventura Counties

Area 3: Inyo, Kern and Mono Counties

**SPRINKLER FITTERS:**

Area 1: Imperial, Inyo, Kern, and Mono Counties, Orange County (except Santa Ana), Riverside County, San Bernardino County (except Ontario); San Luis Obispo, Santa Barbara and Ventura Counties

Area 2: Los Angeles City and area within 25 miles and Pomona Area; Orange County (Santa Ana); San Bernardino County (Ontario); and Ventura County (Santa Paula, Point Mugu and Port Hueneme)

**TERRAZZO WORKERS:**

Area 1: Imperial County

Area 2: Remaining Counties (except San Luis Obispo and Santa Barbara Counties)

**TILE SETTERS:**

Area 1: Imperial County

Area 2: Los Angeles, Orange, and Ventura Counties



CA87-2

- Area 3-A: Riverside and San Bernardino Counties (excluding China Lake Naval Base, the Fort Irwin Training Center, and 29 Palms Marine Base)
- Area 3-B: China Lake Naval Weapons Center in San Bernardino County; and the Ft. Irwin Training Center, and 29 Palms Marine Base
- Area 4-A: Inyo, Kern and Mono Counties (excluding China Lake Naval Weapons Center and Edwards Air Force Base)
- Area 4-B: China Lake Naval Weapons Center in Inyo and Kern Counties, and Edwards Air Force Base
- \*Area 5: San Luis Obispo and Santa Barbara Counties

#### DEFINITION OF GROUPS

##### ELECTRICIANS:

- Area 1: Sound technician: Terminating, operating and performing final checkout
- Sound Person B: Wirepulling, splicing, assembling and installing devices

Utility Technician # 1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals

Utility Technician # 2: Distribution of material at job site, installation of underground ducts for electrical, telephone, cable television, and communication systems. The setting, leveling, grounding, and racking of precast manholes, handholes and transformer pads

##### LABORERS AREAS 1 and 2

Group 1: Cleaning and Handling of Panels Forms; Concrete Screeding for rough strike-off; Concrete, water curing; Demolition Laborer, the cleaning of brick and lumber; Dry packing of concrete, plugging, filling of Shee-bolt Holes; Fire Watcher, Limber, Brush Loaders, Pilers and Debris Handlers; Gas, oil and/or water pipeline Laborer; Laborer, general or construction; Laborer, general cleanup; Laborer landscaping; Laborer, jetting, temporary water and air lines; Material Hose operator (walls, slabs, floors, and decks); Rigging and Signaling; Scaler; Slip Form Raisers; On highways, slurry seal crews (Mixer Operator, Applicator Operator, Squeegee operator, Shuttle, Top); Striper, Concrete or other paved road surfaces; Tar and Mortar; Tool Crib or Tool House Laborer on highways; Traffic Delineating Device Applicator; Window Cleaner; Wire Mesh, pulling all concrete pouring operations

Group 2: Asphalt Shovelers; Cement Dumper (on 1 yard or larger Mixer and handling bulk cement); Cesspool Digger and Installer;



CA87-2

Chucktender; Chute handler, pouring concrete, the handling of the Chute from Ready Mix Trucks, such as walls, slabs, decks, floors, foundations, footings, curb, gutters, and sidewalks; Concrete Curer, Impervious Membrane and Form Oiler; Cutting Torch Operator (demolition); Fine Grader, highways and street paving, airport, runways, and similar type heavy construction; Gas, oil and/or water Pipeline Wrapper; Pot Tender and Form; Guinea Chaser; Headerboard, asphalt; Laborer, packing rod steel and pans; Power Broom Sweepers (small); Riprap Stonepaver, placing stone or wet sacked concrete; Roto Scraper and Tiller; Sandblaster (Pot Tender); Septic Tank Digger and Installer (Lead); Tank Scaler and Cleaner; Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders; Underground Laborer, including Caisson Bellower

Group 3: Asphalt Raker, Lute, Ironer and Asphalt Spreader Boxes (all types); Buggymobile; Concrete Core Cutter, Grinder or Sander; Concrete Cutting Torch; Concrete Saw, cutting, scouring old or new concrete; Driller, Jackhammer, 2 1/2 ft. drill steel or longer; Drip Pak-it Machine; Gas, oil and/or water Pipeline Wrapper, 6" pipe and over, by any method, inside and out; Hydro Seeder and similar type; Impact Wrench Multi-plate; Kettle, Pot and asphalt appliers, Lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools; Vibrating Machines, Pavement Breakers, Air Blasting, Come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's Backup, coating, grouting, making of joints sealing, caulking, diapering and including Rubber Gasket joints pointing and any and all other services; Rock Slinger, Rotary Scarifier or Multiple Head Concrete Chipping Scarifier; Steel Headerboard and Guideline Setter; Tampers, Banks, Wacker, and similar type; Trenching Machine, hand propelled

Group 4: Cribber, Shorer, Lagging, Sheeting and Trench Bracing, hand-guided Lagging Hammer; Head Rock Slinger; Over-size Concrete Vibrator Operator, 70 lbs. and over; Pipelayer, including water, sewage, solid, gas or air; Prefabricated Manhole Installer; Sandblaster (Nozzle, water blasting); Welding in connection with Laborers' work

Group 5: Blaster Powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller; All power drills, excluding Jackhammer, whether Core, Diamond, Wagon, Track, Multiple Unit, and any and all types of mechanical drills

GUNNITE

Group 1: Nozzle and Rod

Group 2: Gun

Group 3: Rebound

LABORERS - TUNNEL



CA87-2

Group 1: Batch Plant Laborers; Bull Gang Mucker, Track; Concrete Crew, including Rodders and Spreaders; Changehouse; Dump; Dump (outside); Swamper (Brake and Switch on tunnel work); Tunnel materials handling; Tool worker

Group 2: Cable Tender; Chuck Tender; Nipper; Steel Form Raiser and Setter's Tender; Vibrator operator, Jackhammer, pneumatic tools (except Driller; Loading and unloading Agitator Cars; Pot Tender, using mastic or other materials

Group 3: Blaster, Driller, Powder; Chemical Grout Jet; Cherry Picker; Grout Gun; Grout Mixer; Grout Pump; Jackleg Miner; Jumbo; Kemper and other pneumatic concrete Placer Operator; Miner, tunnel (hand or machine); Powder (Primer House); Primer; Shotcrete; Steel Form Raiser and Setter; Timber; Retimber (wood or steel); Tunnel Concrete Finisher; Nozzle; Operating Troweling and/or Grouting Machine; Sandblaster

Group 4: Shaft, Raise Miner; Diamond Driller

#### PARKING LOT STRIPING WORK AND/OR HIGHWAY MARKERS

Group 1: Striper; layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and marking

Group 2: Traffic delineating device applicator; layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives; guide markers; other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

Group 3: Traffic surface abrasive blaster; removal of traffic lines and markings; preparation of surface for coatings

Group 4: Traffic protective delineating systems installer; removes, relocates, installs; permanently affixed roadside and parking delineation barricades; fencing, guard rail, cable anchor, retaining walls, reference signs, monument markers

#### POWER EQUIPMENT OPERATORS

Group 1: Brake; Compressor (less than 600 C.F.M.); Engineer Oiler; Generator; Heavy Duty Repair; Tender; Pump; Signal; Switch

Group 2: Compressor (600 C.F.M. or larger); Concrete Mixer, Skip type, Conveyor; Firefighter; Hydrostatic Pump; Oiler Crusher (asphalt or concrete plant); Plant Operator; Generator, Pump or Compressor; Rotary Drill Helper (Oilfield); Skiploader, wheel type up to 3/4 yard without attachments; Soils Field Technician; Tar Pot Firefighter; Temporary Heating Plant; Trenching Machine Oiler; Truck Crane Oiler

Group 3: A-Frame or Winch Truck; Elevator Operator (inside); Equipment Greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter Radio (ground); Power Concrete Curing Machine; Power Con-





CA87-2

crete Saw; Power driven Jumbo Form Setter; Ross Carrier (job site); Stationary Pipe Wrapping and Cleaning Machine

Group 4: Asphalt Plant Firefighter; Sowing Machine; Box or Mixer (asphalt or concrete); Chip Spreading Machine Concrete Pump (small portable); Bridge type Unloader and Turntable; Dinkey Locomotive or Motor (up to and including 10 tons); Equipment Greaser (Greaser Truck); Helicopter Hoist; Highline Cableway Signal; Hydra-Hammer-Areo Stomper; Power Sweeper; Roller (compacting); Screed (asphalt or concrete); Trenching Machine (up to 6 feet)

Group 5: Asphalt Plant Engineer; Backhoe (up to and including 3/4 yard); Batch Plant; Bit Sharpener; Concrete Joint Machine (canal and similar type); Concrete Planer; Deck Engineer; Derrick (Derrick field type); Drilling Machine Operator; Derrick (canal lift (under 5 ton capacity); Hydrographic Seeder Machine (straw, bulb or seed); Machine Tool Operator; Maginnis Internal Full Slab Vibrator; Mechanic Berm, Curb or Gutter (asphalt or concrete); Mechanical Finisher (Concrete-Ciary, Johnson, Bidwell, or similar); Pavement Breaker (truck mounted); Road Oil Mixing Machine; Roller (asphalt or finish); Rubber-tired Earth Moving Equipment (single engine, up to and including 25 yards struck); Self-propelled Tar Pipelining Machine; Slip Form Pump (power driven hydraulic lifting device for concrete forms); Skip-loader (Crawler and wheel type, over 3/4 yard and up to and including 1 1/2 yds.); Stinger Crane (Austin, Western or similar type); Tractor, Bulldozer, Tamper Scraper (single engine, up to 100 HP, flywheel and similar types, up to and including D-5 and similar types); Tugger Hoist, 1 drum; Tunnel Locomotive (over 10 tons up to and including 30 tons); Weicer-general

Group 6: Asphalt or Concrete Spreading (tamping or finishing); Asphalt Paving Machine (Barber Greene or similar type); Bridge Crane Operator; Cast-in-place Pipe Laying Machine; Combination Mixer and Compressor (Gunite work); Compactor, self-propelled; Concrete Mixer - paving; Concrete Pump (truck mounted); Crane Operator (up to and including 25 ton capacity) (Long-boom pay applicable); Crushing Plant; Drill Doctor; Elevating Grader; Forklift (over 5 tons); Grade Checker; Grade-all; Grouting Machine; Heading Shield; Heavy Duty Repair; Hoist Operator (Chicago Boom and similar type); Kolman Belt Loader and similar type; LeTourneau Blob Compactor or similar type; Lift Mobile; Lift Slab Machine (Vagtborg and similar types); Loader (Athey, Euclid, Sierra and similar type); Material Hoist; Mucking Machine (1/4 yard rubber tired, rail or track or similar type); Pneumatic Heading Shield (tunnel); Pumpcrete Gun; Rotary Drill (excluding Caisson type); Rubber-tired Earth Moving Equipment (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments, over 25 yards struck); Rubber-tired Scraper (self-loading paddle wheel type, John Deere, 1040 and similar single unit); Skip-loader (Crawler and wheel type, over 1 1/2 yds., up to and including 6 1/2 yds.); Surface Heaters and Planer; Trenching Machine (over 6 ft. depth capacity); Tower Crane; Tractor Compressor Drill Combination; Tractor (any type larger than D-5-100 flywheel HP and over, or similar); Bulldozer, Tamper, Scraper and Push Tractor (single engine); Tractor (boot attachments); Traveling Pipe Wrapping, Cleaning and Bending Machine; Tunnel Locomotive (over 30 tons); Shovel, Backhoe, Dragline, Clamshell (over 3/4 yd. and up to 5 c.

Vol. III

E2B (Nov. 13, 1987)

Minimum Wage Rates

71 of 76

SCRTD A116

06/14/89



CA87-2

yds. M.R.C.) (Long-boom pay applicable); Self-propelled Curb and Gutter Machine

Group 7: Crane, over 25 ton up to and including 100 tons M.R.C. (Long boom pay applicable); Derrick Barge (Long-boom pay applicable); Dual Drum Mixer; Heavy Duty Repair/Welder combination; Hoist, Stiff-legs, Guy Derrick or similar type, up to and including 100 tons (Long-boom pay applicable); Monorail Locomotive (diesel, gas or electric); Motor Patrol-blade Operator (single engine); Multiple Engine Tractor (Euclid and similar type, except Quad 9 Cat); Rubber-tired Earth Moving Equipment (single engine, over 50 yards struck); Rubber-tired Earth Moving Equipment (multiple engine, Euclid, Caterpillar and similar) (over 25 yards and up to 50 cu. yds struck); Shovel, Backhoe, Dragline, Clamshell (over 5 cu. yds. M.R.C (Long-boom pay applicable); Tower Crane Repair; Tractor Loader (Crawler and wheel type, over 6-1/2 yards); Welder, certified; Woods Mixer and similar Pugmill Equipment

Group 8: Auto Grader; Automatic Slip Form; Crane-over 100 tons (Long-boom pay applicable); Hoist, Stiff Legs, Guy Derrick or similar types (capable of hoisting 100 tons or more) (Long boom pay applicable); Mass Excavator, less than 750 cu. yds.; Mechanical Finishing Machine; Mobile Form Traveler; Motor Patrol, multi-engine; Pipe Mobile Machine; Rubber-tired Earth Moving Equipment (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired Self-loading Scraper (paddle wheel, auger type self-loading, 2 or more units); Rubber-tired Scraper, pushing one another without Push Cat; Push-pull (50 cents per hour additional to base rate); Tandem Equipment (2 units only); Tandem Tractor (Quad 9 or similar type); Tunnel Mole Boring Machine

Group 9: Canal Liner; Canal Trimmer; Helicopter Pilot; High-line Cableway; Remote Controlled Earth Moving Equipment (\$1.00 per hour additional to base rate); Wheel Excavator (over 750 cu. yds.)

#### TRUCK DRIVERS

Group 1: Teamster

Group 2: Driver of vehicle or combinations of vehicles of 2 axles (including all vehicles less than 6 tons), Traffic Control Pilot Car, excluding moving heavy equipment permit load

Group 3: Truck mounted power Broom

Group 4: Drivers of vehicles or combination of vehicles of 3 axles

Group 5: Boot; Cement Distributor; Fuel Truck; Water Truck, 2 axle

Group 6: Dump, less than 16 yards

Group 7: Transit-mix, under 3 yards; Dumpcrete, less than 6 1/2 yards

U.S. Department of Labor



CA87-2

Group 8: Truck Repair Helper

Group 9: Water Truck, 3 or more axles

Group 10: PB and similar type truck when performing within the Teamsters' jurisdiction; Pipeline and Utility working Truck including Winch, but limited to truck applicable to Pipeline and Utility work, where a composite crew is used; Slurry Driver; Truck Greaser and Tire worker (50c per hour additional for tire)

Group 11: Transit-Mix, 3 yards or more; Dumpcrete, 6 1/2 yards and over

Group 12A: Driver of vehicle or combination of vehicles of 4 or more axles

Group 12B: Driver of oil spreader truck

Group 13: Dump, 16 yards but less than 25 yards

Group 14: A-Frame or Swedish Crane, or similar type of equipment; Driver; Fork Lift Driver; Ross Carrier, highway

Group 15: All off-highway equipment within Teamsters' jurisdiction (off highway combination of vehicles or equipment with multiple power sources, \$1.00 per hour additional); Dump, 25 yds. or more; Truck Repair

Group 16: Truck Repair - Welder

Group 17: Low Bed Driver, 9 axle or over

Group 18: Water Pull, single engine with attachments

Group 19: Water Pull, twin engine with attachments

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 8.3 (2)(1)(1)).

62d (Nov. 13, 1987)

Vol. III

Minimum Wage Rates

73 of 76

SCRTD A116

06/14/89

U.S. Department of Labor



GENERAL WAGE DECISION NO. CA87-3

Supersedes General Wage Decision No. CA86-3

State: CALIFORNIA

County(ies): Statewide

Construction  
Type: Water Well

Construction  
Description: Water Well Drilling

Modification Record: No.	Publication Date	Page No. (s)
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U.S. Department of Labor



CA87-3

	Basic Hourly Rates	Fringe Benefits
DRILLER		
Alameda	10.00	.36
Alpine	9.60	
Amador	9.60	
Butte	7.00	
Calaveras	7.50	
Colusa	11.07	2.03
Contra Costa	9.50	
Del Norte	8.00	.31
El Dorado	9.60	
Fresno	13.37	1.45
Glenn	7.00	
Humboldt	8.00	.31
Imperial	8.70	.36
Inyo	7.29	1.13
Kern	7.05	.06
Kings	7.03	1.21
Lake	11.07	2.03
Lassen	5.50	.43
Los Angeles	9.65	
Madera	7.50	.72
Marin	11.07	2.03
Mariposa	7.50	.72
Mendocino	11.07	2.03
Merced	7.00	.13
Modoc	10.50	
Mono	10.00	
Monterey	12.50	
Napa	8.00	.81
Nevada	7.00	.13
Orange	11.00	1.48
Placer	9.60	
Plumas	10.00	
Riverside	7.00	.36
Sacramento	10.00	
San Benito	8.39	2.65
San Bernardino	10.20	.37
San Diego	8.18	
San Francisco	10.00	
San Joaquin	7.00	.13
San Luis Obispo	6.85	1.02
San Mateo	10.00	.81
Santa Barbara	7.98	
Santa Cruz	8.39	2.65
Santa Clara	8.39	2.65
Shasta	6.95	
Sierra	7.00	.13
Siskiyou	8.00	.31
Solano	9.15	
Sonoma	10.07	1.70
Stanislaus	7.00	.13
Sutter	7.00	
Tehama	10.00	

U.S. Department of Labor



CA87-3

Trinity	6.95	
Tulare	7.29	1.13
Tuolumne	7.50	.72
Ventura	11.00	1.48
Yolo	10.36	1.65
Yuba	7.00	.13
DRILLER'S HELPER:		
Alameda	7.05	
Butte	5.00	
Calaveras	5.00	
Colusa	7.00	2.03
Contra Costa	7.50	
Del Norte	7.25	
Fresno	6.13	.50
Glenn	5.00	
Humboldt	7.25	
Imperial	6.38	.23
Inyo	5.00	
Kern	5.83	.04
Lake	7.00	2.03
Lassen	4.50	.43
Los Angeles	6.25	
Madera	6.00	
Marin	7.00	2.03
Mariposa	5.00	
Mendocino	7.00	2.04
Merced	6.00	.11
Modoc	7.25	
Mono	6.00	
Monterey	8.00	
Napa	6.50	.81
Nevada	5.00	.10
Orange	8.60	1.29
Plumas	8.00	
Riverside	6.00	.32
Sacramento	6.80	
San Benito	6.85	2.54
San Bernardino	8.00	
San Diego	7.50	
San Francisco	6.00	.39
San Joaquin	6.00	.11
San Luis Obispo	5.42	.88
San Mateo	6.75	.55
Santa Barbara	6.30	
Santa Cruz	6.85	2.54
Santa Clara	6.85	2.54
Shasta	4.50	
Sierra	5.00	.10
Siskiyou	7.25	
Soiano	7.65	
Sonoma	7.00	1.79
Stanislaus	7.00	.11
Sutter	5.00	
Tehama	8.00	
Trinity	4.50	
Tulare	5.00	
Tuolumne	5.00	

Exhibit 6

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

CODE OF CONDUCT

CODE OF CONDUCT

ADOPTED BY  
SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
BOARD OF DIRECTORS

February 20, 1986



## XVI. CODE OF CONDUCT

- 16.1 This Code of Conduct shall govern the conduct of all employees, consultants, and members of the Board of Directors of the Southern California Rapid Transit District.
- 16.2 There are numerous laws and regulations which govern the conduct of public officers and employees and which are applicable to the SCRTD. Because they are contained in various California Code sections and District policy statements, it is desirable to set them forth in one document for ready reference so that all persons affected can more easily become familiar with them.
- 16.3 The complete texts of the foregoing laws and regulations are attached hereto as Appendix A. When in doubt as to the applicability of any law or regulation to any particular situation, the potentially affected officer or employee should request an advisory opinion from the District's Legal Department.

Comment: The comments and examples which follow do not have the force and effect of the sections of the Code to which they pertain, but are intended as an aid in interpreting the Code.

- 16.4 The following sections, which summarize laws and regulations pertaining to conduct of public officers and employees, govern the conduct of District Board members, officers, employees, and

consultants. All Board members, District officers and employees and consultants shall be familiar with the provisions of this Code of Conduct.

A. Board members, and District officers and employees shall not be financially interested in any contract made by them in their official capacity. Board members, District officers, or employees shall not be purchasers at any sale or vendors at any purchase made by them in their official capacity.

A contract made in violation of these sections may be voided by the Board of Directors. (Government Code §1090 et seq.).

Comment: Board members, officers, and employees (hereinafter called officers) are prohibited from having any interest in a contract "made by them in their official capacity". Cases applying this language have not confined it to the narrow and technical interpretation of the word "made". Rather if an officer was in any way involved with the contract through planning, preliminary discussions, compromises, drawing of plans and specifications, solicitation of bids or award of the contract, that officer has "made"

the contract under Section 1090. In such circumstances the District cannot enter into the contract. Should the contract be executed it would be void and the officer would be subject to a fine of up to \$1,000 or imprisonment and would be forever disqualified from holding any office in this state. (Section 1097). If a Director is involved, the mere fact that he/she is a member of the Board constitutes participation in the award of a contract, irrespective of whether the Director abstains from discussion or voting. An officer is not deemed to be "interested" in a District contract if his/her interest is remote. These remote interests are set forth in Section 1091 in the appendix.

Similarly, an officer is viewed as having no interest whatsoever if he/she falls within one of the categories set forth in Section 1091.5 in the appendix.

Examples:

1. An officer of the District is a

member of a staff committee which will recommend 5 medical clinics to give physical examinations for District employees. The officer's wife, a physician, is part owner of one of the clinics. The District is prohibited from contracting with that clinic.

2. A member of the Board of Directors is a partner in a real estate venture which buys and sells commercial property. The District is accepting bids for the sale of an abandoned division site. Bids from the firm in which the Board member has an interest cannot be accepted.

B. District Board members or employees shall not engage in any employment or activity for compensation which is inconsistent or incompatible or in conflict with his or her duties as a District Board member or employee or with the duties of his appointing power or agency by which he is employed.

Comment: The purpose of this section is to insure that District personnel do not accept other employment that will impair their ability to exercise an independent,

objective judgment in their official roles and is based on the fundamental theory that a person cannot serve equally two masters. Incompatible employment may exist by virtue of a physical inability to execute diligently the functions of both jobs or because the duties and functions of each are inherently inconsistent or repugnant. The inherent inconsistency which makes employment incompatible lies in a potential conflict of interests or duties, as where one job is subject in some degree to the supervisory control of the other or where one activity will require a person to disclose confidential information which he has gained by reason of his other position or employment with the District.

Examples:

1. An Assistant Counsel of the District is retained by a homeowners' group to advise it in how to proceed in opposing a proposed Metro Rail station. The

attorney must terminate one of the relationships because he/she could not possibly give undivided loyalty to both employers.

2. A senior planner is asked to provide consultant services in his spare time to cities forming a transportation zone. The planner must abandon one of his occupations because they are incompatible.

For District employees, the General Manager may determine through written regulations or delegate to Department Heads the authority to determine outside activities which are incompatible with their duties as District employees. Employees may appeal the determination of incompatible activities through the Non-Contract Grievance Procedure or through the particular grievance procedure applicable to them. (Government Code §§1126 and 1128)

C. Board members, and all employees and consultants required to file Disclosure statements pursuant to the District's Conflict of Interest Code, shall disqualify themselves from making, or participating in the making of, or in any way attempting to use their official position to influence, a governmental decision in which they know or have reason to know they have a financial interest. (Government Code §87100).

All persons holding designated positions shall comply

with the District's Conflict of Interest Code.

Comment: This section of the Code of Conduct as well as the District's Conflict of Interest Code, is derived from Government Code Section 87100 et seq., which is the Initiative Measure approved in the primary election of June 1974. An officer is deemed to have a financial interest if the decision to be made will have a material financial effect on:

- (a) Any business entity in which the public official has a direct or indirect investment worth \$1,000 or more.
- (b) Any real property in which the public official has a direct or indirect interest worth \$1,000 or more.
- (c) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$250 or more in value

provided to, received by or promised to the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$250 or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made.

As provided in Section 87103, "indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a



10-percent interest or greater".

It should be noted that, by virtue of Section 87101, an officer is not prohibited from making a decision if his participation is legally required in order for the decision to be made. In such case, the officer must disclose the nature of the financial interest before he/she participates in the making of the decision. However, the fact that the officer's vote is needed to break a tie does not make his participation "legally required". This section applies primarily to the need of a body to have a quorum present. The regulations defining the terms used in these sections are attached.

Examples: The above disclosure and non-participation requirements would apply to the following individuals:

1. A Board member owns shares valued at \$2,500 in General Motors who has submitted a low bid of \$1,700,000 in a District bus

procurement. The Board member must disclose the interest and disqualify him/herself from voting because the effect of the award would increase General Motors' gross revenue by over \$100,000. (See Appendix B, Page 3).

2. A member of a staff committee selecting possible sites for a new division owns land valued at \$10,000 adjacent to one of the sites. To have the division next door would increase the fair market value of the staff member's property by over 1/2 of one percent. (See Appendix B, Page 3).

- D. No Board member or employee shall participate in the award or selection of a contract supported by federal funds if a real, or apparent, conflict of interest would be involved, as conflict is defined in §10, UMTA C4220.1A. (UMTA Circular 4220.1A)
- E. No Board member, employee or agent of the District shall solicit or accept gratuities, favors or anything of monetary value from contractors/consultants, potential contractors/consultants or subcontractors/consultants. (§10 UMTA Circular 4220.1A). An unsolicited gift of a value less than twenty-five dollars shall be considered to be of

nominal intrinsic value and not in violation of this section, provided, however, that each District department shall set more restrictive requirements regarding unsolicited gifts as directed by the General Manager.

Examples:

1. A Board member or officer is invited by a District consultant to attend a \$100 a plate dinner for an elected official. Assuming the value of the dinner is less than twenty-five dollars, the District representative may attend since the balance constitutes the consultant's contribution to the elected official's campaign fund.
  2. A Board member running for office may not solicit or knowingly accept campaign donations from a person doing business with the District. There is, obviously, no violation if the Board member neither solicits nor is aware of the contribution; however, once it is discovered, it should be returned.
- F. All inquiries from any proposer, bidder, or prospective bidder or proposer to any Board member or employee to discuss any RFP, specification, bid or proposal shall be

referred to the Office of Contracts, Procurement and Materiel. No actions shall be taken, or information provided, for or on behalf of any prospective contractor or vendor which interferes with free and open competition for District contracts. No Board member or employee shall disclose or otherwise use confidential information acquired by virtue of his/her position or employment with the District for his/her or another person's private gain.

16.5 In addition to the above requirements of Section 16.4c, Board members, employees and consultants shall conduct themselves as follows whenever the member, employee or consultant has, or may have, a financial interest in making or participating in the making of any governmental decision.

- A. Directors: Unless his/her participation is legally required, when the matter comes up on the agenda, the Director shall:
  - 1. Disclose his/her interest
  - 2. refrain from participating in any way in the decision making process
  - 3. withdraw from the room if the subject is being discussed in closed session.
- B. Employees: The employee shall immediately report the nature of the matter and the existence of a conflict to his/her superior so that the work may be assigned to another.
- C. Consultants: The consultant shall immediately report the nature of the matter and the existence of the conflict to

the General Manager.

16.6 No Board member, officer, or employee shall by his conduct give reasonable basis for the impression that any person improperly can influence him or unduly enjoy his favor in the performance of his official acts or actions, or that he is affected unduly by the kinship, rank, position of, or association with, any person.

16.7 A. An employee who violates any of the standards of conduct set forth herein is subject to discipline, up to and including discharge, in addition to any penalties provided by law.

B. If a Board member or consultant violates any of the standards of conduct set forth herein, the matter shall be referred to the Administration, Efficiency and Economy Committee of the Board which shall, following investigation and review, make a recommendation to the full Board for action to be taken, in addition to any penalties provided by law.

APPENDIX A

GOVERNMENT CODE

§1090 Conflicts of Interest; Contracts, Sales and Purchases

Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

§1090.1 Acceptance of Commissions for Placement of Insurance

No officer or employee of the State nor any Member of the Legislature shall accept any commission for the placement of insurance on behalf of the State.

§1091 Remote Interest of Officer or Member

(a) An officer shall not be deemed to be interested in a contract entered into by a body or board of which the officer is a member within the meaning of this article if the officer has only a remote interest in the contract and if the fact of such interest is disclosed to the body of the board of which the officer is a member and noted in its official records, and thereafter the body or board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the officer or member with the remote interest.

(b) As used in this article, "remote interest" means any of the following:

(1) That of a nonsalaried officer of a nonprofit corporation, except as provided in paragraph (8) of subdivision (a) of Section 1091.5.

(2) That of an employee or agent of the contracting party, if such contracting party has 10 or more other employees and if the officer was an employee or agent of such contracting party for at least three years prior to the officer initially accepting his or her office.

For the purpose of this paragraph, time of employment with the contracting party by the officer shall be counted in computing the three-year period specified in this paragraph even though such contracting party has been converted from one form of business organization to a different form of business organization within three years of the initial taking of office by such officer. Time of employment in such case shall be counted only if, after the transfer or change in organization, the real or ultimate ownership of the contracting party is the same or substantially similar to that which existed before such transfer or change in organization. For the purposes of this paragraph, stockholders, bondholders, partners or other persons holding an interest in the contracting party are regarded as having the "real or ultimate ownership" of such contracting party.

- (3) That of a parent in the earnings of his or her minor child for personal services.
- (4) That of a landlord or tenant of the contracting party.
- (5) That of an attorney of the contracting party.
- (6) That of a member of a nonprofit corporation formed under the Food and Agricultural Code or a nonprofit corporation formed under the Corporations Code for the sole purpose of engaging in the merchandising of agricultural products or the supplying of water.
- (7) That of a supplier of goods or services when such goods or services had been supplied to the contracting party by the officer for at least five years prior to his or her election or appointment to office.
- (8) That of a person subject to the provisions of Section 1090 in any contract or agreement entered into pursuant to the provisions of the California Land Conservation Act of 1965.
- (9) That of an officer, director or employee of a bank, bank holding company, or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.
- (10) That of an engineer, geologist, or architect employed by a consulting engineering or architectural firm. This paragraph applies only to an employee of a consulting firm who does not serve in a primary management capacity, and does not apply to an officer or director of a consulting firm.

(c) The provisions of this section shall not be applicable

to any officer interested in a contract who influences or attempts to influence another member of the body or board of which he or she is a member to enter into the contract.

(d) The willful failure of an officer to disclose the fact of his or her interest in a contract pursuant to this section shall be punishable as provided in Section 1097. Such violation shall not void the contract, however, unless the contracting party had knowledge of the fact of the remote interest of the officer at the time the contract was executed.

§1091.1 Interest in Contracts; Subdivided Lands

The prohibition against an interest in contracts provided by this article or any other provision of law shall not be deemed to prohibit any public officer or member of any public board or commission from subdividing lands owned by him or in which he has an interest and which subdivision of lands is effected under the provisions of Division 2 (commencing with Section 66410) of Title 7 of the Government Code or any local ordinance concerning subdivisions; provided, that (a) said officer or member of such board or commission shall first fully disclose the nature of his interest in any such lands to the legislative body having jurisdiction over the subdivision thereof, and (b) said officer or member of such board or commission shall not cast his vote upon any matter or contract concerning said subdivision in any manner whatever.

§1091.5 Ownership of Corporate Shares; Reimbursement for Expenses; Recipient of Public Services; Landlord or Tenant Contracting with Federal or State Agencies; Employment of Spouse; Officer, Director, or Employee of Bank or Savings and Loan Association

(a) An officer or employee shall not be deemed to be interested in a contract if his or her interest is any of the following:

(1) The ownership of less than 3 percent of the shares of a corporation for profit, provided the total annual income to him or her from dividends, including the value of stock dividends, from the corporation does not exceed 5 percent of his or her total annual income, and any other payments made to him or her by the corporation do not exceed 5 percent of his or her total annual income.

(2) That of an officer in being reimbursed for his or her actual and necessary expenses incurred in the performance of official duty.

(3) That of a recipient of public services generally provided by the public body or board of which he or she

3



is a member, on the same terms and conditions as if he or she were not a member of the board.

(4) That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial, or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which event his or her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Section 1091.

(5) That of a tenant in a public housing authority created pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code in which he or she serves as a member of the board of commissioners of the authority or of a community development commission created pursuant to Part 1.7 (commencing with Section 34100) of Division 24 of the Health and Safety Code.

(6) That of a spouse of an officer or employee of a public agency in his or her spouse's employment or officeholding if his or her spouse's employment or officeholding has existed for at least one year prior to his or her election or appointment.

(7) That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the body or board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records.

(8) That of a noncompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records.

For purposes of this paragraph an officer is "noncompensated" even though he or she receives reimbursement from the nonprofit, tax-exempt corporation for necessary travel and other actual expenses incurred in performing duties of his or her office.

(b) An officer or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his or her sole

interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.

§1092 Avoidance of Contracts

Every contract made in violation of any of the provisions of Section 1090 may be avoided at the instance of any party except the officer interested therein. No such contract may be avoided because of the interest of an officer therein unless such contract is made in the official capacity of such officer, or by a board or body of which he is a member.

§1092.5 Lease, Purchase or Encumbrance of Real Property; Avoidance

Notwithstanding Section 1092, no lease or purchase of, or encumbrance on, real property may be avoided, under the terms of Section 1092, in derogation of the interest of a good faith lessee, purchaser, or encumbrancer where the lessee, purchaser, or encumbrancer paid value and acquired the interest without actual knowledge of a violation of any of the provisions of Section 1090.

§1093 Warrants and Other Evidences of Indebtedness, Private Use or Benefit

The State Treasurer and Controller, county and city officers, and their deputies and clerks shall not purchase or sell, or in any manner receive for their own or any other person's use or benefit any State, county or city warrants, scrip, orders, demands, claims, or other evidences of indebtedness against the State, or any county or city thereof. This section does not apply to evidences of indebtedness issued to or held by such an officer, deputy or clerk for services rendered by them, nor to evidences of the funded indebtedness of the State, county, or city.

§1094 Accounts; Certificate as Prerequisite to Allowance

Every officer whose duty it is to audit and allow the accounts of other state, county, or city officers shall, before allowing such accounts, require each of such offices to make and file with him an affidavit or certificate under penalty of perjury that he has not violated any of the provisions of this article, and any individual who willfully makes and subscribes such certificate to an account which he knows to be false as to any material matter shall be guilty of a felony and upon conviction thereof shall be subject to the penalties prescribed for perjury by the Penal Code of this State.

§1095 Warrants and Other Evidences of Indebtedness; Restrictions on Payment

Officers charged with the disbursement of public moneys shall not pay any warrant or other evidence of indebtedness against the State, county, or city when it has been purchased, sold, received, or transferred contrary to any of the provisions of this article:

§1096 Accounts; Suspension of Settlement or Payment; Prosecutions

Upon the officer charged with the disbursement of public moneys being informed by affidavit that any officer, whose account is about to be settled, audited, or paid by him, has violated any of the provisions of this article, the disbursing officer shall suspend such settlement or payment, and cause the district attorney to prosecute the officer for such violation. If judgment is rendered for the defendant upon such prosecution, the disbursing officer may proceed to settle, audit, or pay the account as if no affidavit had been filed.

§1097 Penalty for Violations

Every officer or person prohibited by the laws of this state from making or being interested in contracts, or from becoming a vendor or purchaser at sales, or from purchasing scrip, or other evidences of indebtedness, including any member of the governing board of a school district, who willfully violates any of the provisions of such laws, is punishable by a fine of not more than one thousand dollars (\$1,000), or by imprisonment in the state prison, and is forever disqualified from holding any office in this state.

Activity or Enterprise by Local Agency Officer or Employee

(a) Except as provided in Section 1128, a local agency officer or employee shall not engage in any employment activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency by which he or she is employed. Such officer or employee shall not perform any work, service, or counsel for compensation outside of his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board, or commission of his or her employing body, unless otherwise approved in the manner described by subdivision (b).

(b) Each appointing power may determine, subject to approval of the local agency, and consistent with the provisions of Section 1128 where applicable, those outside activities which, for employees under its jurisdiction, are inconsistent with, incompatible to, or in conflict with their duties as local agency officers or employees. An employee's outside

employment, activity, or enterprise may be prohibited if it: (1) involves the use for private gain or advantage of his or her local agency time, facilities, equipment and supplies; or the badge, uniform, prestige, or influence of his or her local agency office or employment or, (2) involved receipt or acceptance by the officer or employee of any money or other consideration from anyone other than his or her local agency for the performance of an act which the officer or employee, of not performing such act, would be required or expected to render in the regular course or hours of his or her local agency employment or as a part of his or her duties as a local agency officer or employee or, (3) involves the performance of an act in other than his or her capacity as a local agency officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he or she is employed, or (4) involves such time demands as would render performance of his or her duties as a local agency officer or employee less efficient.

The local agency may adopt rules governing the application of this section. Such rules shall include provision for notice to employees of the determination of prohibited activities, of disciplinary action to be taken against employees for engaging in prohibited activities, and for appeal by employees from such a determination and from its application to an employee.

§1128 Agency Employed Attorneys; Service on Boards, etc.

Service on an appointed or elected governmental board, commission, committee, or other body by an attorney employed by a local agency in a non-elective position shall not, by itself, be deemed to be inconsistent, incompatible, in conflict with, or inimical to the duties of the attorney as an officer or employee of the local agency and shall not result in the automatic vacation of either such office.

§87100 Public Officials; State and Local; Financial Interest

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

UMTA REGULATIONS

UMTA CIRCULAR C4220-1A

SECTION 10

CODE OF CONDUCT. Grantees shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents, or by contractors or their agents.

APPENDIX B

TITLE 2 FAIR POLITICAL PRACTICES COMMISSION  
(Register 77, No. 16-1377)

329

CHAPTER 7. CONFLICTS OF INTEREST

Article 1. Conflicts of Interest; General Prohibition

18700. Public Official Making, Participating in Making, or Using His Official Position to Influence a Governmental Decision (87100).

The provisions herein define terms as used in Chapter 7 of the Political Reform Act of 1974, as amended, Government Code Sections 87100-87312.

(a) "Public official at any level of state or local government" means every natural person who is a member, officer, employee or consultant of a state or local government agency.

(1) "Member" shall include, but not be limited to, salaried or unsalaried members of boards or commissions with decision-making authority. A board or commission possesses decision-making authority whenever:

(A) It may make a final governmental decision;

(B) It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto which may not be overridden; or

(C) It makes substantive recommendations which are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.

(2) "Consultant" shall include any natural person who provides, under contract, information, advice, recommendation or counsel to a state or local government agency, provided, however, that "consultant" shall not include a person who:

(A) Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and

(B) Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel.

(b) A public official "makes a governmental decision," except as provided in subsection (d) of this section, when he or she, acting within the authority of his or her office:

(1) Votes on a matter;

(2) Appoints a person;

(3) Obligates or commits his or her agency to any course of action;

(4) Enters into any contractual agreement on behalf of his or her agency;

(5) Determines not to act, within the meaning of sub-paragraphs (1), (2), (3) or (4), unless such determination is made because of his or her financial interest. When the determination not to act occurs because of his or her financial interest, the official's determination must be accompanied by disclosure of the financial interest, made part of the agency's official record or made in writing to the official's supervisor, appointing power or any other person specified in a conflict of interest code adopted pursuant to Government Code Section 87300.

(c) A public official or designated employee "participates in the making of a governmental decision" when, acting within the authority of his or her position, he or she:

(1) Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; or

(2) Advises or makes recommendations to the decision-maker, either directly or without significant intervening substantive review, by:

(A) Conducting research or making any investigation which requires the exercise of judgment on the part of the official or designated employee and the purpose of which is to influence the decision; or

(B) Preparing or presenting any report, analysis or opinion, orally or in writing, which requires the exercise of judgment on the part of the official or designated employee and the purpose of which is to influence the decision.

(d) Making or participating in the making of a governmental decision shall not include:

(1) Actions of public officials which are solely ministerial, secretarial, manual or clerical;

(2) Appearances by a public official as a member of the general public before an agency in the course of its prescribed governmental function to represent himself or herself on matters related solely to his or her personal interests; or

(3) Actions by public officials, employees, or employee representatives relating to their compensation or the terms or conditions of their employment or contract.

(e) "In any way attempting to use his or her official position to influence a governmental decision" shall include furthering or attempting to affect in any manner any decision:

(1) Within or before his or her agency; or

(2) Before any agency which is appointed by or subject to the budgetary control of his or her agency.

(f) "In any way attempting to use his or her official position to influence a governmental decision" shall not include:

(1) Appearances by a public official as a member of the general public before an agency in the course of its prescribed governmental function to represent himself or herself on matters related solely to his or her personal interest;

(2) Actions by public officials, employees or employee representatives relating to their compensation or the terms or conditions of their employment or contract.

NOTE: Authority cited: Section 83112, Government Code. Reference: Section 87100, Government Code.

*History:* 1. Repealer and new section filed 12-17-76, as an emergency; effective upon filing (Register 76, No. 51). For prior history, see Register 76, No. 40.

2. Certificate of Compliance filed 3-31-77 (Register 77, No. 14).

**15702. Material Financial Effect.**

(a) The financial effect of a governmental decision on a financial interest of a public official is material if the decision will have a significant effect on the business entity, real property or source of income in question.

(b) In determining whether it is reasonably foreseeable that the effects of a governmental decision will be significant within the meaning of the general standard set forth in paragraph (a), consideration should be given to the following factors:

(1) Whether, in the case of a business entity in which the public official holds a direct or indirect investment of one thousand dollars (\$1,000) or more or in the case of a business entity in which the public official is a director, officer, partner, employee, trustee or holds any position of management, the effect of the decision will be to increase or decrease:

(A) The annualized gross revenues by the lesser of:

1. One hundred thousand dollars (\$100,000); or
2. One percent if the effect is one thousand dollars (\$1,000) or more; or

(B) Annual net income by the lesser of:

1. Fifty thousand dollars (\$50,000); or
2. One half of one percent if the effect is one thousand dollars (\$1,000) or more; or

(C) Current assets or liabilities by the lesser of:

1. One hundred thousand dollars (\$100,000); or
2. One half of one percent if the effect is one thousand dollars (\$1,000) or more.

Current assets are deemed to be decreased by the amount of any expenses incurred as a result of a governmental decision.

(2) Whether, in the case of a direct or indirect interest in real property of one thousand dollars (\$1,000) or more held by a public official, the effect of the decision will be to increase or decrease:

(A) The income producing potential of the property by the lesser of:

1. One thousand dollars (\$1,000) per month; or
2. Five percent per month if the effect is fifty dollars (\$50) or more per month; or

(B) The fair market value of the property by the lesser of:

1. Ten thousand dollars (\$10,000); or
2. One half of one percent if the effect is one thousand dollars (\$1,000) or more.

(3) Whether, in the case of a source of income, as defined in Government Code Section 57103 (c), of two hundred fifty dollars (\$250) or more received by or promised to a public official within 12 months prior to the time the decision is made:

(A) The effect of the decision will be to directly increase or decrease the amount of income (other than rents) to be received by the official, or to confer a financial benefit or detriment upon the official or a member of the official's immediate family, in an amount of one hundred dollars (\$100) or more; or

(B) There is a nexus between the governmental decision and the purpose for which the official receives income; or

(C) In the case of a source of income which is a business entity, the business entity will be affected in a manner described in subsection (b) (1) above; or

(D) If the source of income is not a business entity, the decision will have a significant effect on the source.

(c) Subsections (a) and (b) of this section notwithstanding, the making or participation in the making of a governmental decision by a contract consultant or by a person retained to provide information, advice, recommendation or counsel has no material financial effect on a business entity or source of income in which such consultant or person retained is an officer, employee, sole proprietor or partner, if the only financial effects of the decision are the modification, perpetuation or renewal of the contractual or retainer agreement and/or the opportunity to bid competitively on a project or contract.



Exhibit 7

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

MONTHLY EMPLOYMENT UTILIZATION REPORT

**SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
LOS ANGELES METRO RAIL PROJECT  
Monthly Employment Utilization Report**



1. Contract Number		2. Contract Description		3. Name and Location of <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor				4. Current Goals Minority _____ Female _____		5. Reporting Period From _____ To _____							
6. Construction Trade	7. Work Hours of Employment on This Contract Classifications	7a. Total All Employees by Trade										8. Minority Percentage	9. Female Percentage	10. Total Number of Employees		11. Total Number of Minority Employees	
		M		F		M		F		M				F		M	
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	<b>Total Journey Workers</b>																
	<b>Total Apprentices</b>																
	<b>Total Trainees</b>																
	<b>Grand Total</b>																
12. Company Official's Signature and Title										13. Telephone Number (include Area Code)		14. Date Signed		Page _____ of _____			

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
LOS ANGELES METRO'RAIL PROJECT

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT

The Monthly Employment Utilization Report is to be completed by each subject contractor (both prime and subcontractor) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade for the specific contract for the monthly reporting period. The prime contractor shall submit a report for its contract work force and collect and submit reports for each subcontractor's work force on the contract to the Southern California Rapid Transit District via the Construction Manager's Resident Engineers's Office.

Compliance Agency	Southern California Rapid Transit District
Contractor	Any contractor who has a construction contract with the SCRTD.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders--both men and women.
1. Contract Number	The Contract number assigned to the specific construction project.
2. Contract Description	The location/identification of the construction project. (e.g., Wilshire/Alvarado Station - Stage I.)
3. Name and Location of Contractor/Subcontractor	Name, address, post office box, city, state, state, and zip code of office.
4. Current Goals (Female)	See contract notification. (Minority and Female)
5. Reporting Period	Monthly, beginning with effective date of contract.
6. Construction Trade	List only those construction crafts which the contractor employs on this specific contract.
Classification	The level of accomplishment/status of the worker in the construction trade (e.g., Journey Worker, Apprentice, Trainee).

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT  
Continued

7. Work Hours of Employment
- a. The total number of hours for both males and females worked by employees in each job classification.
  - b. The total number of hours for both males and females worked by each specified group of minority employees in each job classification.
8. Minority Percentage
- The percentage of total minority work-hours of all work-hours (calculate the sum of columns 7b, 7c, 6d and 7e divided by column 7a; just one figure for each construction trade.).
9. Female Percentage
- For each trade, the number reported in 7a Female divided by the sum of the numbers reported in 7a Male and Female.
10. Total Number of Employees
- Total number of male and female employees working in each job classification of each trade in the contractor's work force on the specific contract during the reporting period.
11. Total Number of Minority Employees
- Total number of male and female minority employees working in each job classification in each construction trade in the contractors work force on the specific contract during the reporting period.

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

SPECIFICATIONS

SECTION 01010

SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Work included in this Contract consists of constructing that portion of the Metro Rail Project titled Yard Site Security Fencing, complete.
- B. Coordinate the Work of this Contract with adjacent contracts and other contractors on this construction site, as indicated.
  - 1. A111 Santa Fe Avenue Restoration
  - 2. A112 Main Yard and Shops (under construction)  
Main Shop Building
  - 3. A118 Main Yard and Shops  
Yard Site Landscaping
  - 4. A121 Maintenance-of-Way Shop Building (as-built)
  - 5. A130 Main Yard And Shops (under construction)  
Yard Leads
  - 6. A610/A115  
Trackwork Installation  
Yard Storage Area (under construction)  
Main Yard and Shops

1.2 MEASUREMENT - The Work of this Contract will be measured for payment as indicated in the included Sections of this Specification.

1.3 PAYMENT - The Work will be paid for under the payment clauses of the various Specification Sections.

PART 2 - PRODUCTS

2.1 PRODUCTS furnished by the Contractor shall be as described in the various Specification Sections, and shall be new except as indicated.

PART 3 - EXECUTION

- 3.1 CONTRACTOR'S DUTIES - Construct the Work in accordance with the Contract Documents, including the actions specified below:
- A. Except as otherwise specified, furnish the following and pay the cost thereof:
    - 1. Labor, superintendence and products.
    - 2. Construction supplies, equipment, tools, machinery and materials.
    - 3. Utilities required for construction.
    - 4. Other facilities and services necessary to properly execute and complete the Work.
  - B. Pay costs of legally required sales, consumer and use taxes, gross receipt taxes and governmental fees and permits.
  - C. Provide off-site grading agreements, utility hook-up permits, licenses necessary to prosecute the Work, and pay charges and fees related thereto.
  - D. Notify fire and police departments, utility owners and U.S. Postal Service, giving adequate advance notice, but not less than 30 days prior to starting Work. Deliver a copy of the notice to the District or its designee. Notify the District or its designee 72 hours before beginning Work.
  - E. Perform Work in accordance with codes, ordinances, rules, regulations, orders and other legal requirements of governmental bodies and public agencies, including the District, which bear on performance of the Work. Modification to any of the above-mentioned services shall be performed under permit of the cognizant city agency.
  - F. Promptly submit written notice of variances in the Contract Drawings and Specifications from the legal requirements stipulated in Paragraph 3.1.E. Necessary changes will be made by appropriate modifications to Contract Drawings and Specifications in accordance with the provisions of Article 34, Changes, of the General Conditions.
  - G. Maintain order, safe practices, and proper conduct among Contractor's and subcontractors' employees. The District or its designee may require that disciplinary action be taken against an employee for disorderly, improper or unsafe conduct. Should an employee of the Contractor be dismissed from his duties as a result of that employee's misconduct, incompetence, or unsafe practices, or

combinations thereof, do not rehire that employee for the Contract.

- H. Coordinate prosecution of the Work with those public utilities, governmental bodies, private utilities and other contractors performing Work on, and adjacent to, the worksite; either eliminate or minimize delays in the Work and conflicts with those utilities, bodies and contractors. Schedule governmental work, private utility and public utility work, which relies upon survey points, lines and grades established by the Contractor, to occur immediately after those points, lines and grades have been established. Confirm coordination measures for each individual case with the District or its designee by memorandum.
- I. Prosecute the Work as specified, and in a timely manner. Submit schedule of that Work which will be performed at times other than during the normal eight-hour working day, daylight hours, and five-day working week to the District or its designee for review and acceptance not less than 48 hours in advance of those times. Construction operations will normally be confined to those hours between dawn and dusk. Approval to work at night may be obtained after Contractor presents a written program outlining special precautions to be taken to control the extraordinary hazards presented by night Work. That program shall include supplementary lighting of Work areas, availability of medical facilities, security precautions and noise limitations.
- J. Maintain access to, and visibility of, fire hydrants, police call boxes, fire alarm boxes, standpipe connections and traffic control devices.
- K. Maintain vehicular access to driveways and pedestrian and delivery access to building entrances.
- L. Salvage material on the Worksite; reuse salvaged material if approved by the District or its designee.

3.2 UTILITY WORK BY OTHERS - Not used.

3.3 WORK BY OTHER CONTRACTORS

A. and B. - Not used.

- C. Coordinate Work with the Work to be performed under other contracts, and do not interfere with the orderly progress of such contracts. Limit Work in certain areas and give priority to Work in other areas, to provide proper interface between Contract No. All6 and the interfacing contracts.



- D. In the coordination effort with Work by others, obtain and refer to equipment locations and other layouts, as available, to avoid interface problems.
- E. The District reserves the right to afford such access to the site of the Work for the performance of Work by other contractors and persons at such times the District deems proper. The exercise of such reserved right shall in no way, nor to any extent, relieve the Contractor from liability for loss and damage to the Work due to, or resulting from, his operations, or from his responsibility for complete execution of the Contract. The Contractor shall cooperate with other contractors and persons in all matters requiring common effort.
- F. Advise the District or its designee in writing of agreements pertaining to coordinating his Work with Work by other contractors and utility companies engaged on the Contract.

3.4 ORDER OF WORK - Not used.

3.5 CONTRACTOR USE OF WORKSITE

- A. Confine worksite operations to areas permitted by law, ordinances, permits, and the Contract Documents.
- B. Consider the safety of the Work and of people and property on, and adjacent to, the worksite when determining the amount, location, movement and use of materials and equipment on worksite.
- C. Do not load site or work with equipment and products which would endanger integrity of the Work.
- D. Protect products stored on worksite.
- E. Relocate stored products which interfere with operations of the District, governmental bodies, public and private utilities, and other contractors at no additional expense to the District.
- F. Secure additional storage and Work areas needed for operations at no additional expense to the District.
- G. Coordinate scheduling of Work to be performed on private property with property owner and property tenant, which will minimize inconvenience to the property owner and property tenant.
- H. Protect the general public and residents within limits of construction from construction-related activities; do not unduly inconvenience those persons by construction activities. Work conducted in and on streets and highways

shall conform to the Worksite Traffic Control Plan (WTCP) as approved by the LADOT.

- I. If Contractor wishes to have utilities temporarily relocated for his own convenience, arrange with the utility owners and reimburse them, at no additional expense to the District, for the cost of that Work.
  
- J. Restrict construction operations to areas within Right-of-Way Lines, Temporary Construction Easement Line, Permanent Drainage Easement Line, Temporary Slope Easement Line, and Construction Staging Area as indicated. If no additional easements are indicated, restrict construction operations for permanent drainage facilities to Permanent Drainage Easement. Do not use temporary easement areas for purposes other than those for which originally acquired. Use areas bearing notation, Temporary Construction Easement, Construction Staging or Storage, only for active prosecution of the Work. Use of worksite will be exclusive and complete, except as indicated.

END OF SECTION

SECTION 01050

GRADES, LINES AND LEVELS

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of establishing grades, lines and levels excepting primary control monuments and bench marks that are indicated on the Survey Control Monumentation Drawings in the Contract Drawings.

1.2 MEASUREMENT - Establishing grades, lines and levels will be measured as a unit, acceptably performed.

1.3 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

Cost of replacing the District's established primary control lines, monuments and bench marks which are indicated, that are damaged or destroyed by construction operations, will be deducted from monies due and becoming due the Contractor. Additional compensation or extension of time will not be granted for suspending the Work to enable the District to reestablish primary controls. The Contractor may install additional control points for his own purposes at no additional cost to the District.

PART 2 - PRODUCTS

Products are not required for this Section.

PART 3 - EXECUTION

3.1 CONSTRUCTION LINES AND GRADES

A. The District has established the horizontal and vertical primary control for the Work. If it becomes necessary to remove or disturb a primary control point, notify the District or its designee before removing or disturbing the control point. If in the opinion of the District or its designee, primary stakes, monuments, marks or points are carelessly or willfully disturbed by the Contractor, the cost to the District of replacing such stakes, monuments, marks or points shall be charged against the Contractor and shall be deducted from payment for the Work.

B. Proceed from the controls established by the District to make surveys and layouts as necessary to conform to the requirements of the Contract Documents, and provide

qualified surveying and other personnel for that purpose. Make the surveys for the proper performance of the Work in accordance with applicable standards and procedures established by the National Geodetic Survey, 1974, rev. 1980. Notify the District of the classification and standards selected to perform work to assure uniformity of survey between the Contractor and the District or its designee. As a part of such surveys, furnish, establish and maintain in good order survey control points which may be required for the completion of the Work, subject to the approval of the District or its designee as to their location, sufficiency and adequacy. However, such approval by the District or its designee shall not relieve the Contractor of his responsibility for the accuracy of his survey work.

- C. Furnish skilled labor, instrument platforms, ladders, other temporary structures, special lights or groups of lights and electric power as necessary for making and maintaining points, lines and grades in connection with the surveys performed by the District or its designee.

END OF SECTION

SECTION 01200

CONTRACT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Work specified in this Section requires the Contractor, along with his Project Manager or Superintendent and Safety Representative, as a minimum, to attend meetings scheduled by the District for the collection and dissemination of information related to the subject Contract.
- B. The District or its designee will prepare the minutes of each meeting and distribute them to each of the participants.
- C. The Contractor shall notify the District of proposed Safety meetings. The District or its designee will advise the Contractor about Contract-related Safety information, Safety meetings and Safety-related issues.

1.2 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.

1.3 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

Products are not required for this Section.

PART 3 - EXECUTION

- 3.1 A PRE-CONSTRUCTION MEETING will be scheduled by the District after receipt of the required signed Contract Documents, before issuing the Notice To Proceed. The purpose of this meeting is to introduce the District's Representatives for Safety and Quality Assurance and Construction Management to their counterparts in the Contractor's organization and to establish lines of communication between these representatives.
- 3.2 SPECIAL MEETINGS between the District and the Contractor will be scheduled by the District throughout the course of construction as it deems necessary.

3.3 INITIAL CONSTRUCTION MEETING will be scheduled by the District not more than seven working days after the effective date of the Notice To Proceed.

- A. The District will distribute a notice of this meeting, along with an agenda of the subjects to be addressed, not less than four working days before such meeting.
- B. The District will explain and discuss the responsibilities and authorities of the District, the General Consultant, and the Construction Manager's Organization.
- C. The Contractor's Project Manager/Superintendent, Safety Representative, EEO Officer, subcontractor representatives and Community Relations Representatives shall attend this initial meeting.
- D. The District or the Contractor will provide the following information for this initial meeting:
  - 1. The District will discuss Equal Employment Opportunity (EEO) and affirmative action requirements along with the Community Relations functions.
  - 2. The District will explain the requirements of labor provisions stipulated by U.S. Department of Transportation (DOT).
  - 3. The District will explain and discuss laws, codes, traffic regulations, permit requirements of public agencies and their regulations.
  - 4. The District will discuss procedures for processing change notices, change orders, Shop and Working Drawings, product data and samples.
  - 5. The District will discuss monthly estimate cut-off dates.
  - 6. The District will discuss partial and final payments.
  - 7. The Contractor shall introduce Contractor's representatives, and briefly describe each person's responsibilities.
  - 8. The Contractor shall distribute and discuss a list of major subcontractors, sequence of critical Work, and tentative schedule of construction.
  - 9. The Contractor shall discuss use of office, storage areas, construction areas and temporary easements.
  - 10. The Contractor shall define housekeeping procedures.
  - 11. The Contractor shall discuss construction methods.

12. The Contractor shall describe construction sequencing of entire Contract, general worksite layout, erosion and sedimentation control plans, haul routes, noise, air and water pollution control, temporary street closing, and street restoration.
13. The Contractor shall discuss coordination and notification for utility Work.
14. The Contractor shall discuss deliveries and priorities of major equipment.
15. The Contractor shall discuss breakdown of lump sum items.
16. The Contractor shall discuss Construction Progress Schedule.

3.4 INITIAL SAFETY AND ASSURANCE MEETING will be scheduled no later than seven working days after the initial construction meeting.

- A. The District will explain and discuss the owner controlled insurance program and will introduce representatives of the District Insurance Administrator and the insurance carrier.
- B. The District will discuss the submittal of the Contractor's Safety and Security Plan and will introduce the District's and CM's construction safety and security representatives.
- C. The Contractor shall define arrangements for safety, first-aid, emergency actions, security, and full-time safety representative.
- D. The District will discuss quality control, inspection, and coordination of Work with the District's system as a whole and will introduce the District's and CM's QA/QC representatives.

3.5 CONSTRUCTION PROGRESS MEETINGS shall be scheduled on the first working day of each month and more often as necessary for the competent and timely execution of the Contract.

- A. The Contractor shall distribute notices of these meetings before such meeting, to subcontractors engaged in the construction, all those expected to be engaged in the Work before the next scheduled meeting, and to the District or its designee.
- B. The Contractors' personnel as listed in Paragraph 3.3.C shall attend.

C. The following is agenda for construction progress meetings:

1. Introduce new attendees and areas of responsibility.
2. Review minutes of previous meetings, amend minutes if necessary, and accept minutes.
3. Analyze Work accomplished since previous meeting, offsite fabrication problems, product delivery problems, submitted schedule slippages, problems arising from proposed changes, and other circumstances which might affect progress of Work.
4. Discuss sequence of work on the critical path, and schedule of construction using the Progress Schedule.
5. Discuss observations, problems, work quality control program, and employee work standards.
6. Discuss coordination of utility Work.
7. Discuss changed conditions, time extensions and other relevant subjects as required.
8. Discuss corrective measures to maintain construction schedule when necessary.
9. Discuss upcoming month's Work.

D. Each of the inquiries, requests for information or requests for solutions of problems presented during such meetings shall be answered, when possible, during the meeting; those not answered during the meeting shall be resolved, the resolution documented and delivered in person or mailed to the person requesting the information within 72 hours of the close of the meeting. Answers provided orally at the meetings shall be recorded in the minutes.

3.6 TOOL BOX MEETINGS shall be conducted as indicated in the Construction Safety and Security Manual.

END OF SECTION



SECTION 01300

SUBMITTALS

PART 1 - GENERAL

- 1.1 DESCRIPTION - The Work specified in this Section summarizes the requirements for the submittal of documents to the District or its designee, which are defined in these Specifications. It also describes the procedures for "Supplemental" submittals.
- 1.2 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.
- 1.3 PAYMENT will be made under:
- Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

2.1 INITIAL SUBMITTALS

- A. Identify the submittals which will be required and determine the date on which each submittal will be required in conformance with the schedules specified in Section 01311, Bar Chart Schedule.
- B. Title Block - Show the following information:
1. Date and revision dates.
  2. Contract title and number.
  3. The names of Contractor, subcontractors, suppliers, manufacturers, and, when applicable, the seal and signature of an Engineer, registered in the State of California, for the involved discipline.
  4. Identification of product by either description, model number, style number, serial number, or lot number.
  5. Subject identification by Contract Drawing or Specification reference.
- C. Action Block - Include a blank space, three inches by four inches, in the lower right corner, just above the title block, in which the District or its designee may indicate the action taken.
- D. Make submittals sufficiently in advance to allow the District or its designee to review and approve the Work

represented by those submittals. Unless otherwise specified, submit four copies of each certificate and report.

E. Allow 30 calendar days for review of each submittal cycle by the District or its designee.

F. Ship submittals prepaid.

G. Accompany submittals with a Contractor Transmittal Form containing the following information:

1. Contractor's name, address, and telephone number
2. Submittal number and date
3. Contract title and number
4. Supplier's, manufacturer's or subcontractor's name, address, and telephone number
5. Subject identification including Contract Drawing and Specification reference
6. Identification of deviations from Contract Documents, if any, for which the Contractor seeks approval
7. Contractor's stamp and signature certifying his review.

H. Changes in accepted submittals will not be permitted unless those changes have been accepted, in writing, by the District or its designee.

2.2 SUPPLEMENTAL SUBMITTALS - Supplemental submittals initiated by the Contractor for consideration of corrective procedures shall contain sufficient data for review. Make supplemental submittals in the same manner as initial submittals.

### PART 3 - EXECUTION

3.1 CONTRACTOR REVIEW - Review submittals, stamp and sign as reviewed and approved, prior to submission to the District.

#### 3.2 DISTRICT REVIEW

A. Submittals will be reviewed for conformance to requirements of the Contract Drawings and Specifications. Review of a separate item will not constitute review of an assembly in which the item functions. Review will not relieve Contractor from his responsibility for accuracy of submittals, for conformity of submittals to requirements of Contract Drawings and Specifications, for compatibility of described product with contiguous products and the rest of the system, or for prosecution and

completion of the Contract in accordance with the Contract Drawings and Specifications.

- B) Review stamp will be affixed, action block will be marked, and stamp will be signed and dated.
- C. The District or its designee will review the submittals for general conformance with the Contract Documents and mark, sign, and date the review stamp.
- D. The action block stamp marks will have the following meanings:
  - 1. The mark APPROVED is an acceptance, and means that every illustration and description appears to conform to the respective requirements of the Contract Documents; that fabrication, assembly, manufacture, installation, application, and erection of the illustrated and described product may proceed; and that the submittal need not be resubmitted.
  - 2. The mark APPROVED AS NOTED is an acceptance, and means that every illustration and description appears to conform to the respective requirements of the Contract Documents upon incorporation of the reviewer's corrections, and that fabrication, assembly, manufacture, installation, application, and erection of the illustrated and described product may proceed. Submittals so marked need not be resubmitted immediately unless the Contractor challenges the reviewer's exception, but correct and resubmit the submittal for record within 90 days of date approved as noted.
  - 3. The mark REJECTED, REVISE AND RESUBMIT is a rejection, and means that the submittal is deficient to the degree that the reviewer cannot correct the submittal with a reasonable degree of effort, has not made a thorough review of the submittal, and that the submittal needs revision and is to be corrected and resubmitted.

### 3.3 CONTRACTOR RESPONSIBILITIES

- A. Coordinate each submittal with the requirements of the Work; place particular emphasis upon ensuring that each submittal of one trade is compatible with other submittals of that trade and submittals of other trades.
- B. Approval of drawings and associated calculations by the District or its designee shall not relieve the Contractor from the responsibility for errors or omissions in the drawings and associated calculations, or from deviations from the Contract Documents, unless such deviations were specifically called to the attention of the District or its designee in the letter of transmittal submitted with

the drawings. Be responsible for the correctness of the drawings, for shop fits and field connections, and for the results obtained by use of such drawings.

- C. Distribution of Submittals After Review - Distribute prints of accepted submittals, bearing District or its designee's stamp and signature, to Contractor's field office and the District or its designee's field office; to concerned subcontractors, suppliers, and fabricators; and to concerned members of Contractor's workforce.
- D. Contractor's liability to the District, in case of deviations in the submittals from the requirements of the Contract Documents, is not relieved by the District or its designee's review and approval of submittals containing deviations, unless the District expressly approves the deviations by issuing a change notice.

END OF SECTION

SECTION 01311

BAR CHART SCHEDULE

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of submitting a Progress Schedule consisting of a bar graph in sufficient detail to show the sequence in which the Contractor proposes to carry out the Work required under this Contract. The planning, scheduling, management, and execution of construction in accordance with the Contract Drawings and Specifications are the responsibility of the Contractor.

1.2 SUBMITTALS

A. Refer to Section 01300, Submittals, for submittal procedures.

B. Initial Bar Chart Submittal - The initial Bar Chart Schedule and a narrative describing the Contractor's approach for meeting the required interim milestone and final completion dates shall be submitted within ten days after the date of receipt of NTP and shall use the NTP date as the data date. The Contractor shall submit six copies to the District or its designee. The District or its designee will have 14 days after receipt of the submittal to respond. Upon receipt of these comments, the Contractor shall confer with the District or its designee in the appraisal and evaluation of the proposed schedule. Necessary revisions resulting from this review shall be made by the Contractor, and the schedule shall be resubmitted within ten days after the conference. The approved schedule, unless subsequently changed with the approval by, or at the direction of, the District or its designee, is the schedule to be used by the Contractor for planning, scheduling, managing, and executing the Work to be accomplished. No progress payments will be made until the initial Bar Chart Schedule submittal is approved.

1.3 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.

1.4 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

Products are not used in this Section.

## PART 3 - EXECUTION

### 3.1 BAR CHART SCHEDULE - Submit in the following format:

- A. Identify salient work items required to complete the Work. Work items descriptions shall be brief but shall convey the scope of Work indicated. Work items shall be discrete items of work that inherently must be accomplished under the Contract and that, when complete, produce definable, recognizable entities or stages within the project. Work items including work associated with Contract deliverables shall be shown.
- B. Work items shall include the submittal and approval of samples or materials and shop drawings, the procurement of critical material and equipment, fabrication of special materials and equipment and their installation and testing, and delivery of District-furnished items. Work items of the District that may affect progress shall be reflected, as well as those of affected utilities and other similarly involved third parties.
- C. Identify the NTP date, interim milestones (as specified in the Special Conditions) and the Project Completion Date.
- D. Include a time-scaled schedule (by week, ending Friday).
- E. Include a data dateline.
- F. Include title block, revision block, Contract number and legend.
- G. Identify the order and interdependence of work items and the sequence in which the work is to be accomplished.
  1. Identify how the start of a given work item depends on the completion of preceding work items, and how its completion is necessary for the start of following work items.
  2. Scheduled start or completion dates imposed on the schedule by the Contractor shall be consistent with Contract milestone dates. Milestone events shall be defined as the scheduled dates specified in the Special Conditions and shall be prominently identified (flagged) and connected to the appropriate activity, denoting its start or completion, as applicable. Each start milestone event shall constrain the start of dependent work items. Furthermore, work items included in the scope of work associated with a completion milestone event must be finished before that milestone event can occur. Failure to include any element of work required for performance of this Contract shall not excuse the Contractor from completing Work

required to achieve applicable completion milestone event, notwithstanding the approval of the Bar Chart Schedule submittal.

- H. The Bar Chart Schedule shall be clear, neat, and legible, and shall be submitted on sheets not to exceed 24 inches by 36 inches on a medium suitable for reproduction.

### 3.2 WRITTEN NARRATIVE

- A. The initial Bar Chart Schedule submittal shall include a written narrative sufficient to explain the basis of the Contractor's determination of durations and shall describe the Contractor's approach for meeting the required interim milestone and final completion dates, as specified by the Contract. Such explanation shall include estimated quantities and production rates, hours per shift that are proposed, the work days per week, and a listing of the major items of construction equipment planned for use on the project. The equipment listing shall include type, number of units, unit capacities, and a schedule showing the proposed time each piece of equipment will be on the job. Should the District or its Designee require similar information on other work items, this information shall be supplied by the Contractor.
- B. Work items that may be expedited by use of overtime or additional shifts shall be identified. Sequencing and other constraints such as manpower, material, and equipment shall be identified and explained. The Contractor shall include a listing of the holidays and special non-work days.

### 3.3 MONTHLY PROGRESS STATUS REPORT - At the end of each month following NTP, the Contractor shall submit to the District or its designee six copies of the updated Bar Chart with data as of the last day of the pay period. The Contractor shall participate with the District or its designee in monthly meetings on dates and at locations as directed by the District or its designee. The purpose of the meetings is the joint review and agreement on job progress. Job progress shall specifically include:

- A. Actual completion dates for work items completed during the report period.
- B. Actual start dates for work items started during the report period.
- C. Estimated remaining durations for work items in progress.
- D. Estimated start dates for work items scheduled to start during the month following the report period.

E. Changes in the duration(s) of work items and/or minor logic changes.

F. Work items not included in the Bar Chart submittal.

3.4 BAR CHART UPDATING - The Contractor shall update the Bar Chart in the following manner:

A. Initial schedule, solid bar, shall remain the same for each update.

B. Actual progress shall be shown in a different pattern directly under the work item with the percentage complete indicated as of the data date.

C. Date of data shall be shown for each update.

D. Actual start/finish dates shall be shown for work items in progress.

E. Identify the current sequence to the interim milestones or project completion.

3.5 STATUS REPORT DELAYS - If the Monthly Progress Status Report indicates an actual or potential delay to the Contract completion date or interim milestone completion dates as specified under the Special Conditions, delay(s) shall be treated in a narrative in one of the following ways:

A. If the delay is within the Contractor's scheduling control, e.g., normal weather conditions, crew inefficiency, or underestimated duration, the Contractor shall identify the problem, the cause, and the work item(s) affected and shall provide an explanation of the proposed corrective action to meet the milestone dates involved or to mitigate further delays.

B. If the delay is not within the Contractor's scheduling control, the Contractor shall identify the problem, cause, duration, specific work item(s) affected, and logic constraints of each work item.

3.6 REVISIONS - Revised Bar Chart submittals shall be made in the same format and detail as the original submittal and shall be accomplished by an explanation of the reasons for such revisions. Revisions shall be subject to approval. Minor changes to the approved Bar Chart submittal may be approved at monthly meetings; a minor change is not considered a revision in the context of this paragraph. A revision shall incorporate previously made changes, both major and minor, to reflect current as-built and as-planned conditions. A revised Bar Chart shall be submitted for approval, when required by the District or its designee, for one of the following reasons:



- A. The District or its designee directs a change that affects the milestone date(s) specified under the Special Conditions.
- B. When a change order significantly affects the Contract completion date or the sequence of work items.
- C. The Contractor elects to change any sequence of work items which may affect the planned sequence of work in the currently approved Bar Chart Schedule, or which may affect his interface with other Contractors.
- D. The Contractor's progress on critical work item falls significantly behind the approved progress schedule.

The Contractor shall submit six copies of the revised schedule using the revision date as the data date and reflecting as-built data through that date.

- 3.7 CONTRACT EXTENSIONS - Extensions of time for Contract performance as specified in the Contract will be granted only to the extent required for equitable time adjustments to the affected work item(s). Slippage of work items shall not be the basis for a time extension to this Contract unless, and until, such slipped work items are resolved as set forth in Article 32, Extension of Time, of the Contract General Conditions.
- 3.8 DOCUMENTATION - After Contract activities are complete, the Contractor shall submit six copies of an as-built Bar Chart Schedule. The documents shall reflect project as-built work. The Bar Chart shall be prepared in accordance with the requirements for Contract record drawings in the General Conditions and submitted in accordance with Paragraph 1.2.A, except as follows:
  - A. Contract work items, including added work items, shall be shown.
  - B. Work item durations shall be the actual number of separate work days during which work was performed on the work item.
  - C. Work item start/finish dates shall reflect the actual dates the work started and finished as agreed to between the Contractor and the District or its designee.
  - D. Contract milestone completions shall be plotted on the date of the Substantial Completion Reports.
- 3.9 LEGAL STATUS - The currently approved Bar Chart Schedule shall be used by the Contractor for planning, organizing, and directing his work, for reporting progress, and for determining delay(s) in achieving milestone dates specified under the Special Conditions.

3.10 SUSPENSION OF PAYMENTS - Should the Contractor's revised Bar Chart schedule submittal not be approved, the District may, on determination by the District or its designee, suspend progress payment. When the revised Bar Chart schedule submittal satisfies the Contract Specifications and presents a realistic approach to the Work required to meet the Contract completion date/interim milestone dates and forms the basis for a reasonable cost distribution, the District or its designee will approve the Contractor's revised progress schedule submittal and the District will resume making progress payments. The Determination as to whether the foregoing conditions have been met will be based on information furnished by the Contractor as to the Contractor's equipment, resources, crew sizes, crafts; overall manpower allocation, planned unit rates, reasonableness of procurement times, costs, and other pertinent factors. However, the final determination is solely that of the District or its designee.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of preparing and submitting Shop Drawings, product data and samples required by individual Specification Sections.

1.2 SUBMITTALS

A. Refer to Section 01300, Submittals, for submittal procedures.

B. Quantities

1. One reproducible sepia and five prints of each Shop Drawing.
2. Six copies of manufacturers' standard schematic drawings.
3. Four copies of manufacturers' calculations, and six copies of manufacturer's standard data.
4. Six copies of manufacturers' printed installation, erection, application and placing instructions.
5. Three samples of each item specified in the various Specification Sections, unless otherwise specified.
6. Six copies of inspection reports, test reports and certificates of compliance.

1.3 CHANGES - Changes in products for which Shop Drawings, product data or samples have been submitted will not be permitted unless those changes have been accepted and approved, in writing, by the District or its designee as provided in Section 01630, Substitutions.

1.4 QUALITY ASSURANCE - Shop Drawings and record documents shall be prepared to a high standard of quality, such as that set forth in DOD-STD-100, ANSI Standard Drafting Manual Y14 series or other relevant lower tier specification defining equal drafting quality for microfilming.

1.5 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.

1.6 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

## PART 2 - PRODUCTS

### 2.1 SHOP DRAWINGS

- A. Prepare Shop Drawings on a maximum mylar sheet size of 22 inches by 34 inches to a scale large enough to easily depict and annotate each of the various items.
- B. Include the following as they apply to the subject:
  - 1. Contract title and number.
  - 2. Respective Contract Drawing numbers.
  - 3. Applicable Contract Specification Section numbers.
  - 4. Relation to adjacent structures or materials.
  - 5. Field dimensions, clearly identified as such.
  - 6. Applicable standards, such as ASTM or Federal Specification numbers.
  - 7. Identification of deviations from the Contract Drawings and Specifications.
  - 8. Contractor's stamp, initialed or signed, certifying:
    - a. Verification of field measurements.
    - b. Review of submittals for compliance with Contract requirements.
    - c. Compatibility of the Work shown thereon with that of affected trades.

### 2.2 PRODUCT DATA

- A. Modify manufacturers' standard schematic drawings to delete information which is not applicable to the Contract. Supplement standard information with additional information applicable to this Contract.
- B. Modify manufacturers' standard catalog cuts, brochures, diagrams, schedules, performance charts, illustrations, calculations, and other descriptive data to delete information which is not applicable to the Contract. Indicate dimensions, clearances, performance characteristics, capacities, wiring and piping diagrams, and controls.
- C. Modify manufacturer's printed installation, erection, application, and placing instructions to delete information which is not applicable to the Contract.

D. Include the following:

1. Contract title and number.
2. Respective Contract Drawing numbers.
3. Applicable Contract Specification Section numbers.
4. Applicable standards, such as ASTM or Federal Specification numbers.
5. Identification of deviations from the Contract Drawings and Specifications.
6. Contractor's stamp, initialed or signed, certifying:
  - a. Dimensional compatibility of the product with the space in which it is intended to be used.
  - b. Review of submittals for compliance with Contract requirements.
  - c. Compatibility of the product with other products with which it is to perform or with which it will be contiguous.

E. Certificates of Compliance shall be submitted for those products for which no samples and test results are specified. Copy of certificate shall also accompany the product for which the certificate is prepared. The certificates shall:

1. State that the product complies with the respective Contract Specification and Contract Drawing requirements,
2. Be accompanied by a certified copy of test results pertaining to the product,
3. Show the submittal date, Contractor's name and address, Contract Title and Number, product represented and its location in the Contract, producer's name, product trade name and catalog number, place of product origin, test date, testing organization's name and address, quantity of the product to be furnished, and related Contract Drawing and Specification Section numbers,
4. Be signed by an officer or another authorized representative of the producer and be notarized,
5. Be submitted in six copies, and
6. Be received by the District or its designee not later than 30 days before the products are to be installed.

## 2.3 SAMPLES

- A. Use office samples of sizes and quantities to clearly illustrate full color range and functional characteristics of products and materials, including attachment devices.
- B. Erect field samples and mock-ups at the worksite as specified in the several Specification Sections and as may be necessitated by the Contractor submitting value engineering proposals, and at locations acceptable to the District or its designee.
- C. Show the following information:
  - 1. Contract title and number.
  - 2. Respective Contract Drawing numbers.
  - 3. Applicable Contract Specification Section numbers.
  - 4. Applicable standards, such as ASTM or Federal Specification numbers.
  - 5. Identification of deviations from the Contract Drawings and Specifications.
  - 6. Contractor's stamp, initialed or signed, certifying:
    - a. Dimensional compatibility of the product with the space in which it is intended to be used.
    - b. Review of submittals for compliance with Contract requirements.
    - c. Compatibility of the product with other products with which it is to perform or with which it will be contiguous.
- D. Furnish required samples at no additional cost to the District.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR RESPONSIBILITIES

- A. Verify field measurements, catalog numbers and similar data.
- B. Do not start Work for which submittals are required until submittals bearing the stamp of the District or its designee, and signatures indicating review and approval, have been received.

- C. Before making submittals, ensure that products will be available in the quantities required by the Contract.
  - D. Submit a final, corrected, reproducible sepia of each Shop Drawing and show the Work as actually installed, placed, erected and applied.
- 3.2 REVIEW BY THE DISTRICT OR ITS DESIGNEE - A reproducible of Shop Drawings, one copy of marked-up Shop Drawings, one copy of product data, and one sample will be returned to the Contractor within 30 calendar days after submittals have been received.

END OF SECTION

SECTION 01342

WORKING DRAWINGS

PART 1 - GENERAL

- 1.1 DESCRIPTION - The Work specified in this Section consists of preparing and submitting Working Drawings and associated calculations required by the several Specification Sections for temporary work which will not become a part of the permanent structures included in this Contract.
- 1.2 SUBMITTALS
- A. Refer to Section 01300, Submittals, for submittal procedures.
  - B. One reproducible and five prints of Working Drawings and associated calculations.
- 1.3 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.
- 1.4 PAYMENT will be made under:
- Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

- 2.1 DRAWING IDENTIFICATION - Identify Working Drawings by a Control number and by reference to Contract Drawing numbers and/or Specification Section numbers, as applicable. Use a Working Drawing sheet with a maximum size of 22 inches by 34 inches. Working Drawings shall show:
- A. Contract title and number.
  - B. Relation to adjacent structures or materials.
  - C. Field dimensions, clearly identified as such.
  - D. Applicable standards, such as ASTM or Federal Specification numbers.
  - E. Identification of acceptable deviations from the Contract Documents.
- 2.2 SIGNATURES - Prepare, stamp and countersign Working Drawings and associated calculations by an Engineer of the involved discipline, registered as a Professional Engineer in the State of California. Identify calculations by reference to the Working Drawing to which the calculations pertain.



PART 3 - EXECUTION

3.1 CONTRACTOR RESPONSIBILITIES - Review Working Drawings and associated calculations before submitting them to the District or its designee.

A. Verify field measurements.

B. Do not begin Work for which Working Drawings and associated calculations are required until the drawings and calculations have been reviewed by the District or its designee; the District's or its designee's exceptions, if any, have been addressed; and submittals have been returned to the Contractor with the required approval stamps and signatures.

C. Distribute copies of Working Drawings and calculations after the District or its designee's review and approval.

3.2 REVIEW BY THE DISTRICT OR ITS DESIGNEE

A. Working Drawings and associated calculations will be reviewed by the District or its designee and marked with comments, if any.

B. Reproducible Working Drawings and associated calculations, reviewed by the District or its designee, will be returned to Contractor within 30 calendar days after each submittal of drawings and calculations has been received.

END OF SECTION

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Work specified in this Section consists of preparing and submitting a Schedule of Values and a Schedule of on-site Material Allowances as referenced in Articles 21 and 22 of the General Conditions and, if the schedules are affected by Change Orders, of preparing and submitting updated copies of the schedules.
- B. Schedule of on-site Material Allowances - A detailed cost breakdown for Materials which will be temporarily stored before their being installed, and for which the Contractor seeks partial payments.
- C. Upon notice of award, the Contractor will be furnished a copy of the District's required Construction Code of Accounts. These codes are the basis for reporting to the District the monthly status of the scheduled activities within the bid items as required in Article 22.A, General Conditions.

1.2 SUBMITTALS

- A. Refer to Section 01300, Submittals, for submittal procedures.
- B. A Schedule of Values as indicated in the General Conditions.
- C. Identify items in the Schedule of Values and Material Allowances with the Specification Section numbers, Specification Section title, and Bid Item number.
- D. Upon request by the District or its designee, support values given with data which will substantiate the correctness of the values.
- E. Schedules will be used only as a basis for the Contractor's Application for Progress Payment.

1.3 REVIEW AND RESUBMITTAL - If review by the District or its designee indicates that changes to the schedules are required, revise and resubmit schedules in the same manner as the original schedules were prepared and submitted.

1.4 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.

1.5 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

## PART 2 - PRODUCTS

Products are not required for this Section.

## PART 3 - EXECUTION

### 3.1 PREPARING SCHEDULE OF VALUES

A. Upon approval by the District or its designee, break down Bid Item costs as follows:

1. Delivered cost of product, with taxes paid.
2. Total installation cost, with overhead and profit.

B. Break down costs of each lump sum and, in approved circumstances, unit price Bid Item to list major products and major operations for which the Contractor seeks to receive progress payments to recover his costs for that Bid Item.

C. Upon application from the Contractor, the District or its designee may waive requirements of Paragraphs 3.1.A and B.

### 3.2 PREPARING SCHEDULE OF ON-SITE MATERIAL ALLOWANCES

A. Separate schedules of unit prices and indicate whether products will be stored on the worksite or off the worksite, in accordance with Article 22.G of the General Conditions. Schedules shall show quantities and types of products which will be stored.

B. Allowances consist of only the net cost of the product, the cost of delivery and unloading at the storage site, and the cost of sales taxes.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of furnishing, installing, operating, maintaining and removing temporary facilities, including electrical power, lighting, telephone, water, fire protection and sanitary service for use during construction and for testing equipment installed under this Contract.

A. Electrical Service

1. Provide lighting and power and costs thereof for field offices, storage and other construction facilities, and for testing equipment installed under this Contract.
2. Not used.
3. Provide power centers for electrically operated and controlled construction facilities, including tools; equipment; testing equipment; interior construction lighting; and heating, cooling, and ventilation equipment.
4. Provide night security lighting at secured areas within construction limits at offices, storage facilities and excavated areas.
5. Provide battery-operated or equivalent emergency lighting facilities at construction areas where normal light failures would cause employees to be subjected to hazardous conditions. Test such facilities monthly.
6. Bear costs of temporary electric service permits, fees and deposits required by the governing authorities; and connection charges and temporary easements, including installation, maintenance and removal of equipment.

B. Telephone Service

1. Furnish, install and maintain three telephones in the District or its designee's field office. Telephones shall be connected on three lines in rotation with one intercom line. Initiate telephone service at the Worksite before beginning construction.

2. Furnish, install and maintain telephone service or other communication system between the tunnel work face and tunnel portal independent of tunnel power supply. Ensure communication is manned and working while persons are in the tunnel.

#### C. Water Service

1. Furnish, install and maintain a temporary water system to serve areas within the limits of the Contract Worksite and the construction staging area throughout the construction period. Provide water for drinking, construction, sanitation, first aid, fire protection and cleaning. Water service for temporary fire protection shall comply with Section 10.311 of the Uniform Fire Code, 1979 Edition.
2. Obtain permits and approvals from regulating authorities. Pay fees, deposits and connection costs including installation, maintenance and removal associated with temporary water systems.

#### D. Fire Protection

1. Provide and maintain a temporary fire protection system as construction progresses for control of fires that may occur during construction. Temporary fire protection shall be provided in accordance with Section 3804 of the Uniform Building Code, 1979 Edition.
2. Furnish, install and maintain a temporary standpipe and portable fire protection equipment throughout the construction period.

#### E. Sanitary Service

1. Furnish, install and maintain temporary sanitary facilities and services throughout the construction period.
2. Ensure that separate or single user toilets shall be provided to assure privacy between the sexes.
3. Furnish and maintain the number of enclosed toilet facilities as follows:
  - a. Fewer than 20 employees, one toilet.
  - b. For 20 to 199 employees, one toilet and one urinal per 40 employees or fraction thereof.
  - c. For 200 or more employees, one toilet and one urinal per 50 employees or fraction thereof.

4. Provide general washing facilities adequate for the number of employees.
  5. Provide special washing facilities adequate for the number of employees engaged in the application of paints, coating and other volatile or hazardous materials.
- 1.2 QUALITY ASSURANCE - Provide products for, and the execution of, the Work of this Section that will satisfy the NEC, CAL/OSHA, and local codes. Provide products that satisfy NEMA and are UL-listed.
- 1.3 SUBMITTALS
- A. Refer to Section 01300, Submittals, for submittal procedures.
  - B. Working Drawings and manufacturer's literature. Show and describe temporary facilities, equipment and materials.
  - C. Working Drawings, product data and samples with details and layout of temporary installations.
  - D. A detailed street lighting plan showing the temporary lighting facilities, electrical service location and circuit diagram.
- 1.4 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.
- 1.5 PAYMENT will be made under:
- Item No. 01000.01 - General Requirements - per lump sum.

## PART 2 - PRODUCTS

### 2.1 ELECTRICAL SERVICE

- A. Provide temporary power and lighting equipment consisting of fixtures, transformers, panelboards, switches, lamps, grounding, poles, conduits, and wiring sized and capable of continuous service and having the capacity adequate to ensure a complete operating system including sufficient power for testing equipment installed under this Contract. Comply with NEC.
- B. Provide temporary extension cords not longer than 200 feet to supply tools, except that additional length may be used if equipment will be grounded within 200 feet of tool or power.
- C. Portable power generators shall be grounded.

2.2 TELEPHONE SERVICE - Provide equipment that is compatible with that of Pacific Bell. Provide weatherproof enclosures for instruments and directories at exterior locations. Telephones may be coin operated except those at the District or its designee's field office.

2.3 WATER SERVICE - Provide materials and equipment, sanitary and adequate for purposes intended, and satisfying the requirements of codes and regulations pertaining to temporary water systems. Bottled products may be used if those products comply with codes. Clearly label portable containers having a dispensing tap and used only for drinking water. Provide single service disposable cups and sanitary container for dispensing cups.

#### 2.4 FIRE PROTECTION

A. Not used.

B. Provide 20-pound, dry chemical type extinguishers with a UL rating as required by Los Angeles City and Los Angeles County codes.

C. Provide ten-pound, all-purpose (ABC) dry chemical type extinguishers with a UL rating as required by Los Angeles City and Los Angeles County codes.

#### 2.5 SANITARY SERVICE

A. Provide materials and equipment adequate for the intended purposes, and neither create unsanitary conditions nor violate the codes applicable to temporary sanitary facilities. Enclosures for toilet and washing facilities shall be weatherproof, sightproof, ventilated, and sturdy.

B. Provide portable type toilet facilities complying with CAL/OSHA.

C. Provide washing facilities consisting of temporary lavatories or sheet metal basins with faucets. Furnish soap, single-service paper towels, towel dispenser, and towel receptacle. If paints, coatings and other volatile or hazardous materials injurious to humans will be applied as part of the Contract, provide washing facilities with warm water at approximately 120°F.

### PART 3 - EXECUTION

3.1 ELECTRICAL SERVICE INSTALLATION - Locate products where they will not interfere with materials handling equipment, storage spaces, traffic, and prosecution of the Work. Install products to present a neat and orderly appearance, and be structurally sound. Maintain products in a manner

which will ensure continuous electrical service and safe working conditions.

- A. Install temporary lighting facilities in station sections, concourses, service rooms, passageways, tunnels, and Work areas in conformance with CAL/OSHA. Illuminate each flight of stairs. Provide stairway lighting on circuits separate from other temporary lighting circuits.
  - B. Install temporary power facilities framework and mount in space served.
    - 1. Provide distribution stations on an average of one for each 20,000 square feet of station or building floor area, with not more than 300 feet maximum distance between any two distribution stations.
    - 2. Provide power centers on an average of one for each 10,000 square feet of building area or station floor; locate centers where electricity may be secured with an extension cord not longer than 100 feet.
    - 3. Provide power centers on an average of one for each 100 linear feet of tunnel.
- 3.2 TELEPHONE SERVICE - Install temporary telephone service in a neat and orderly manner, make installation structurally and electrically sound, and ensure continuous service. Modify, relocate and extend the service as Work progress requires. Place conduit and cable where those products will not interfere with traffic, Work areas, materials handling equipment, storage areas, and Work of other contractors. Service lines may be aerial. Post telephone numbers and locations of emergency facilities including emergency hospitals, physicians, ambulance service, and police and fire departments in conspicuous locations at the Worksite and at telephone locations.
- 3.3 WATER SERVICE
- A. Install the systems in a neat and orderly manner. Make the systems structurally and mechanically sound. Maintain continuous service. Modify, relocate and extend the systems as Work progresses.
  - B. Locate systems where they will be convenient to Work stations, sanitary facilities, and first-aid stations but will not interfere with traffic, Work areas, materials handling equipment, storage areas, or the Work of other contractors.
  - C. Provide sanitary bubbler drinking fountains, if potable water service is available. Disinfect water piping before using for the potable water service.



- D. Install vacuum breakers, backflow preventers, and similar devices in a manner and at locations which will prevent temporary water from returning to the water mains.
- E. Do not incorporate any part of the temporary water distribution system into the permanent water distribution system.

### 3.4 FIRE SERVICE

- A. Install products in conformance with CAL/OSHA requirements.
  - 1. Provide fire extinguishers and fire water supply accessible, functional, and clearly identified during the period of construction, remaining in-place until permanent fire protection systems are functional.
  - 2. Furnish not less than one ten-pound, all-purpose (ABC) dry chemical fire extinguisher within ten feet of cutting and welding operations.
  - 3. Provide portable 20-pound, dry chemical type fire extinguishers, excepting those to be kept within ten feet of cutting and welding operations.
- B. Instruct construction personnel as to the location and use of temporary fire protection equipment.
- C. Conform to the requirements of Los Angeles City Fire Department, Chiefs Regulation No. 8, during critical interruptions.

### 3.5 SANITARY SERVICE

- A. Installation - Place temporary sanitary and washing facilities in a neat and orderly manner within the limits of the Work and convenient to the Work stations. Make these facilities structurally and mechanically sound. Anchor the facilities to prevent dislocation, and conceal them from public view. Modify, relocate and extend the facilities as required by progress of the Work.
- B. Service the toilets at those time intervals which will minimize the accumulation of wastes and prevent creation of unsanitary conditions, but not less than once a week.
- C. Connect washing facilities to the public sanitary sewer.

END OF SECTION

SECTION 01530

TEMPORARY BARRIERS

PART 1 - GENERAL

- 1.1 DESCRIPTION - The Work specified in this Section consists of installing, maintaining, replacing as necessary, and removing temporary barriers.
- 1.2 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.
- 1.3 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

- 2.1 BARRICADES - Provide barricades at indicated locations, complete with signs, general lighting, warning lights, and similar devices where appropriate. Barricades controlling traffic shall conform to the Worksite Traffic Control Plan (WTCP), The State of California Department of Transportation, Traffic Manual, and the Work Area Traffic Control Handbook (Watch Manual).
- 2.2 PUBLIC ROADWAY/WALKWAY - Erect a structurally adequate, drained, covered pedestrian walkway where public roadway/walkway adjoins the Worksite in areas which involve the possibility of overhead construction operations endangering the safe passage of persons along the roadway/walkway. Provide waterproofed heavy wood plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs and lights, and paint with two coats of white reflectorized traffic paint. Comply with the requirements of governing authorities.

PART 3 - EXECUTION

- 3.1 INSTALLATION - Locate temporary barriers to protect and inform the traveling public, and serve the construction Work. Relocate, modify and extend barriers as required during the course of the Work in accordance with the WTCP approved by the City of Los Angeles, Department of Transportation.
- 3.2 MAINTAIN temporary barriers in a safe condition and appearance acceptable to the District or its designee during their use.

3.3 REMOVE the temporary barriers from the site when no longer required, upon approval by the District or its designee.

END OF SECTION

SECTION 01545

WORKSITE SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of furnishing and using trained personnel; and furnishing, operating and maintaining safety aids on the construction equipment, in compliance with CAL/OSHA. Compliance with the requirements of this Section shall not relieve the Contractor from other obligations imposed elsewhere in the Contract, by law and by regulation.

1.2 QUALITY ASSURANCE

A. Construction Equipment and Tools - Selection and operational parameters for construction equipment and tools shall meet the applicable requirements of CAL/OSHA Tunnel and Construction Safety Orders and the requirements of the PDCD Construction Safety and Security Manual, whichever is more stringent as determined by the District or its designee.

B. And C. - Not used.

1.3 SUBMITTALS

A. Refer to Section 01300, Submittals, for submittal procedures.

B. and C. - Not used.

1.4 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.

1.5 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

2.1 CONSTRUCTION AND SAFETY EQUIPMENT

A. Equipment shall be selected by the Contractor and acceptable to the District or its designee.

B. Construction and Safety Equipment - Not used.

## 2.2 TESTING EQUIPMENT

A. Provide testing equipment that conforms to the requirements of the California Administrative Code (CAC), Title 8, Division of Industrial Safety, unless indicated otherwise.

B. Not used.

## PART 3 - EXECUTION

3.1 SHORING - Not used.

3.2 PERSONAL SAFETY EQUIPMENT - Not used.

3.3 EMERGENCY RESPONSE TEAMS - Not used.

3.4 GAS MONITORING - Not used.

END OF SECTION

SECTION 01566  
POLLUTION CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Work specified in this Section consists of eliminating or minimizing noise, vibration, air and water pollution caused by the construction activities, and controlling the generation and disposal of solid and hazardous wastes.

B. The District has prepared an Environmental Assessment (EA) for the Minimum Operable Segment-1 (MOS-1) of the Metro Rail Project which extends from the Yard and Shops near Union Station to the Wilshire/Alvarado Station. A Final Environmental Impact Statement (FEIS) was prepared for the full 18.6 mile Metro Rail Project. The EA and the FEIS with their supporting technical reports on noise and vibration, air quality, geology and hydrology and the disposal of tunnel and station soil describe the impacts the project will have on the environment and indicate the mitigation measures the District has committed to implement.

C. Definitions

1. Construction Limits for the purpose of these noise and vibration control requirements are the Right-of-Way lines, construction Easement Boundary or property lines as indicated.
2. Special Zones or Special Construction Sites - Areas outside of Construction Limits designated by the agency having jurisdiction, and considered as being within the Construction Limits. Examples of Special Zones would be Construction Staging areas.

1.2 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed. The District or its designee will monitor the Contractor's performance of the tasks in this Section, and will inspect necessary records, reports and procedures.

1.3 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

## PART 2 - PRODUCTS

- 2.1 Products required for the Work shall be in accordance with the latest issue and supplements of the Standard Specifications for Public Works Construction (SSPWC) adopted by the Board of Public Works of the City of Los Angeles as modified by the corresponding issue of the City Standard Plan S-610, and as indicated.

## PART 3 - EXECUTION

### 3.1 NOISE CONTROL

- A. Conduct construction activities in such a manner that the noise levels measured at the closest point adjacent to the Worksite in normal use by the public conform to the following:

1. Stationary/Continuous Noise - Prevent noise intrusion from stationary sources, and/or parked mobile sources which produce repetitive or long-term noise lasting more than two hours from exceeding the limits shown on Table 1.

2. Mobile/Intermittent Noise - Prevent noise from non-stationary mobile equipment operated by a driver, or from a source of nonscheduled, intermittent, non-repetitive, short-term noises not lasting more than two hours from exceeding the limits shown on Table 2.

3. Nearby Structures - The nearest affected structures are as follows:

- a. Yard & Shops                      Various Industrial Bldgs.
- b. Loft Building                      Used as residence.
- c. Freedman Building

4. Conduct regular, periodic measurements of sound levels at the nearest receptors as mentioned above, and maintain records of the measurements for inspection by the District or its designee.

- B. Special Zone or Special Construction Site

1. In areas outside of Construction Limits but for which the Contractor has obtained designation as a Special Zone or Special Construction Site from the agency having jurisdiction, the noise limitations for buildings in industrial areas apply.

2. In zones designated by the local agency having jurisdiction as a special zone or special premise or

special facilities, such as hospital zones, the noise level and working time restrictions imposed by the agency shall apply. These zones and work hour restrictions shall be obtained by the Contractor from the local agency.

C. Use only equipment meeting the noise emission limits listed in Table 3, as measured in Paragraph 3.1.A in conformity with the provisions of the latest revisions of the following Society of Automotive Engineers (SAE) standards:

1. SAE J88 - Sound Measurement - Earthmoving Machinery - Exterior.
2. SAE J366 - Exterior Sound Level for Heavy Trucks and Buses.

Maintain a file of certificates that equipment meets the criteria. These certificates will be inspected by the District or its designee.

D. In no case expose the public to construction noise levels exceeding 90 dB(A)(slow), or to impulsive noise levels with a peak sound pressure level exceeding 140 dB as measured on an impulse sound level meter or 125 dB(C) maximum transient level as measured on a general purpose sound level meter on "fast" meter responses.

E. The Contractor shall incorporate whichever of the following alternative construction procedures and techniques are appropriate to a given site into the project to reduce construction noise and vibration so that they are within the criteria established for the project.

1. Inside Construction Limits:

- a. Blasting is specifically prohibited from use.
- b. Use alternative procedures of construction and selection of the proper combination of techniques that would generate the least overall noise and vibration. Such alternative procedures include, but are not limited to, the following:
  - 1) Use drilled piles or vibratory pile drivers instead of impact pile drivers. If impact pile drivers must be used, their use is restricted to the hours from 8:00 A.M. to 5:00 P.M. weekdays in residential and semi-residential/commercial areas. Allowable sound levels in Tables 1 or 2 still apply.
  - 2) Use welding instead of riveting.



- 3) Mix concrete offsite instead of onsite.
  - 4) Employ prefabricated structures instead of assembling them onsite.
- c. Use construction equipment modified to dampen noise and/or vibration emissions, such as:
- 1) Use electric instead of diesel-powered equipment.
  - 2) Use hydraulic tools instead of pneumatic impact tools.
  - 3) Use electric instead of air- or gasoline-driven saws.
  - 4) Use effective intake and exhaust mufflers on internal combustion engines and compressors.
  - 5) Line or cover hoppers, storage bins and chutes with sound-deadening material.
- d. Maximize the physical separation, as far as practicable, between noise generators and noise receptors. Such separation includes, but is not limited to, the following measures:
- 1) Provide enclosures for stationary items of equipment and barriers around particularly noisy areas on the site or around the entire site.
  - 2) Use shields, impervious fences or other physical sound barriers to inhibit transmission of noise.
  - 3) Site stationary equipment to minimize noise and vibration impact on the community, subject to approval of the District or its designee.
- e. Minimize noise-intrusive impacts during the most noise sensitive hours.
- 1) Plan noisier operations during times of highest ambient noise levels.
  - 2) Keep noise levels relatively uniform; avoid peaks and impulse noises.
  - 3) Turn off idling equipment.
2. Outside Construction Limits - The alternative procedures and techniques used in Paragraph 3.1.E.1 can be used outside construction limits in Special Zones or Special Construction sites such as staging areas. In addition, use the following measures:

- a. Selection of truck routes for muck disposal so that the noise from heavy-duty trucks will have minimal impact on sensitive land uses (e.g., residential). The District will coordinate the issue of hauling tunnel and station excavation material with LADOT and will obtain haul routes from Work sites to the various dump sites approved for the Project. See also Paragraph 3.3.
  - b. Conduct truck loading, unloading and hauling operations so that noise and vibration are kept to a minimum.
  - c. Route construction equipment and vehicles carrying soil, concrete or other materials over streets and routes that will cause the least disturbance to residents in the vicinity of the Work.
- F. File Driving - The use of pile drivers is of concern in most construction projects. The project noise criteria set general and specific noise limits which may rule out the use of impact pile drivers unless additional steps are taken to isolate or muffle the sounds from pile driving. Impact pile drivers may be used, therefore, if the noise levels can be met and if there are compelling reasons to use them.
- G. Where more than one noise limit is applicable, use the more restrictive requirement for determining compliance.

### 3.2 VIBRATION CONTROL

- A. The mitigation measures applied to limit noise levels will limit vibration levels also. The measures indicated in Paragraph 3.1 are applicable.
- B. Vibration Limits
  - 1. All Areas - Conduct construction activities in such a manner that vibration levels at a distance of 150 feet from the Construction Limits or at the nearest affected building, whichever is closer, do not exceed root-mean-square (rms) vibration velocity levels of 0.01 inch per second in any direction over the frequency range of 1 to 100 Hz.
  - 2. Special Zones - In zones designated by the local agency having jurisdiction as special zones or special premises or special facilities, the vibration level and working time restrictions shall be obtained by the Contractor from the local agency.

### 3.3 AIR POLLUTION CONTROLS

- A. Criteria for Fugitive Dust - The detailed descriptions and explanations of specific impact mitigation measures are contained in the South Coast Air Quality Management District (SCAQMD) Rules and Regulations (Rule 403, Limitation on Fugitive Dust Emissions). The key features of the mitigation options described therein are as follows:
1. Do not cause or allow the emissions of fugitive dust from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.
  2. Take every reasonable precaution to minimize fugitive dust emissions from wrecking, excavation, grading, clearing of land and solid waste disposal operations.
  3. Do not cause or allow particulate matter to exceed  $100 \text{ mg/m}^3$  when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.
  4. Take every reasonable precaution to prevent visible particulate matter from being deposited upon public roadways as a direct result of their operations. Reasonable precautions shall include, but are not limited to, the removal of particulate matter from equipment prior to movement to paved streets or the prompt removal of any material from paved streets onto which such material has been deposited.
- B. In order to implement these regulations, the Contractor shall use the following procedures and techniques:
1. Cover loads of materials, debris, and tunnel soil taken from construction sites.
  2. Water down and sweep streets which have heavy volumes of construction vehicles carrying debris and excavated materials daily.
  3. And 4. - Not used.
- C. Burning of wastes is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances, and permits.
- D. Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the most restrictive regulations of the EPA, state and local authorities. Evidence of such design and equipment shall be maintained and made available for inspection by the District or its designee.

E. Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by the District or its designee.

F. Not used.

### 3.4 WATER POLLUTION CONTROLS

A. And B. - Not used.

C. Monitor wastewater discharge to insure it meets standards set by appropriate laws, codes, regulations, ordinances and permits. Records of measurements shall be retained for inspection by the District or its designee.

D. Do not discharge pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage, or other harmful wastes into or alongside rivers, streams, and impoundments, nor into channels leading thereto.

E. Control the use of lubricating oils, hydraulic fluids, greases and other such products. Promptly clean up and properly dispose of materials contaminated by spillage or leakage of these products.

### 3.5 SOLID AND HAZARDOUS WASTE CONTROLS - This Section applies to solid waste and to hazardous waste. Solid waste is defined as all putrescible and nonputrescible solid, semisolid and liquid wastes, but does not include hazardous wastes as defined in Section 25117 of the Health and Safety Code, Division 20, Chapter 6.5.

A. Waste Generation - Solid waste or hazardous waste may be generated by the actions of the Contractor, including but not limited to demolition, site preparation, grading, excavation, construction, and maintenance of equipment.

B. Disposal Regulations - Wastes may be disposed of in a number of ways, including reuse on the Project, sale for fuel, through controlled incineration, donation to other public-private projects, and through dumping in approved public or private dump sites, either free or for a fee. The method of disposal is restricted according to the classification of the waste material by the CFR 40 190 to 399 and California Hazardous Waste Control law. This law, which is found beginning in Section 25100, Chapter 6.5, Division 20 of the Health and Safety Code, should be followed for disposal of hazardous or extremely hazardous materials. The regulations of the waste disposal facility shall also be followed. Additional definitions, lists and regulations are found in the California Administrative Code, Title 22, Division 4, Section 66000. These

regulations govern the handling and transportation of hazardous materials and shall be followed.

- C. Determination of Hazardous Nature - Some of the material generated by the project, especially tar or oil-impregnated soil, may not obviously be hazardous. Physical and chemical analyses and tests may be required to determine if the material meets the criteria set forth in Sections 66693 - 66723 (Article 11) of Chapter 30, Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes, in Division 4, Title 22 of the California Administrative Code. The District will pay for such chemical analyses and will coordinate with the Toxic Substances Control Division of the California Health Services Department to determine the quantity and origin of samples to be analyzed for any questionable material. The District will obtain the classification of the material and provide it to the Contractor. The Contractor shall furnish samples as directed.
- D. Disposal - Solid waste may be disposed of as mentioned in Paragraph 3.5.B. Hazardous material shall be disposed of in Class I or Class II-1 waste disposal facilities. Procedures to be followed may be found in the 1983 Technical Report on Disposal of Tunnel and Station soil, mentioned in Paragraph 1.1 and in the references in Paragraph 3.5.B.
- E. Haul Routes - The routes to be followed when transporting solid or hazardous wastes are subject to the approval of the City of Los Angeles. See also Paragraph 3.1.E.2.a.

TABLE 1

ALLOWABLE SOUND LEVELS OF STATIONARY CONSTRUCTION EQUIPMENT

<u>Affected Structure or Area</u>	<u>Maximum Allowable</u>	
	<u>Continuous Noise Level, dB(A)</u>	
	<u>Daytime</u>	<u>Nighttime</u>
	<u>7:00 AM to 8:00 PM</u>	<u>All other periods including all day Sunday and legal holidays.</u>
Residential		
single family residence along an arterial or in multifamily residential areas, including hospitals	60	50
in semi-residential/com- mercial areas, including hotels	65	55
	70	60
Commercial	<u>24 Hours</u>	
in semi-residential/com- mercial areas, including schools	70	
in commercial areas with no nighttime residency	75	
Industrial		
all locations	80	

TABLE 2

ALLOWABLE SOUND LEVELS OF MOBILE CONSTRUCTION EQUIPMENT

<u>Affected Structure or Area</u>	<u>Maximum Allowable Intermittent Noise Level, dB(A)</u>	
	<u>Daytime</u>	<u>Nighttime</u>
	<u>7:00 AM to 8:00 PM</u>	<u>All other periods including all day Sunday and legal holidays.</u>
Residential		
single family residence along an arterial or in multifamily residential areas, including hospitals	75	60
in semi-residential/commercial areas, including hotels	80	65
	85	70
Commercial	<u>24 Hours</u>	
in semi-residential/commercial areas, including schools	85	
in commercial areas with no nighttime residency	85	
Industrial		
all locations	90	

TABLE 3

NOISE EMISSION LIMITS ON CONSTRUCTION NOISE

<u>Type of Equipment</u>	<u>Maximum Noise Limit</u>	
	<u>Date Equipment Manufactured Before Jan. 1, '83</u>	<u>On or After Jan. 1, '83</u>
Equipment other than highway trucks; including hand tools and heavy equipment	90 dB(A)	85 dB(A)
Highway trucks in any operating mode or location	83 dB(A)	80 dB(A)

NOTE: California Motor Vehicle Law has been relaxed. Highway trucks manufactured on or after January 1, 1986 must meet 80 dB(A) maximum noise level. For vehicles of less than 10,000 pounds GVW, manufactured before January 1, 1983, refer to the California Vehicle Code for allowed noise levels.

END OF SECTION



SECTION 01577

CONTROLLING TRAFFIC

PART 1 - GENERAL

- 1.1 DESCRIPTION - The Contractor shall submit Traffic Lane Requirements (TLR's) for approval by the City of Los Angeles Department of Transportation (LADOT) General Manager for this Contract. The Contractor is responsible for furnishing flaggers; protecting vehicular and pedestrian traffic on the streets and sidewalks adjacent to the worksite affected by the construction; restricting construction vehicle traffic to approved haul routes and travel times; ensuring unimpeded access to buildings adjacent to the worksite; and ensuring compliance with the TLR's approved by LADOT.
- 1.2 QUALITY ASSURANCE - Not used.
- 1.3 SUBMITTALS
- A. Refer to Section 01300, Submittals, Section 01340, Shop Drawings, Product Data, and Samples, and Section 01342, Working Drawings, for submittal procedures.
- B. Show and describe proposed locations and time durations in the plans to include the following:
1. Pedestrian and public vehicular traffic routing.
  2. Traffic blockage and lane restrictions and reductions anticipated to be caused by construction operations.
  3. Allowable on-street parking within the immediate vicinity of worksite.
  4. Access to buildings immediately adjacent to worksite.
  5. Driveways which will be blocked by construction operations.
  6. Temporary traffic control devices, temporary pavement striping and marking of streets and sidewalks affected by construction.
  7. Temporary commercial and industrial loading and unloading zones.
  8. Not used.
  9. Construction vehicle routes, travel times, staging, locations, and number and size of vehicles involved.

- C. Lane and sidewalk closure plans before starting Work. The plans shall have the written approval of the LADOT General Manager before implementation. Show and describe the proposed location, dates, hours and duration of closure, vehicular and pedestrian traffic routing and management, traffic control devices for implementing pedestrian and vehicular movement around the closures, and details of barricades.
- D. Haul route plan and a disposal, grading, excavation and erosion permit for approval before starting Work.
- E. Notify individual owners, owners' agents, and tenants of buildings adjacent to worksite, in writing, before impairing access to those buildings and use of public ways adjacent thereto or prohibiting stopping and parking of vehicles. Before restricting pedestrian or vehicular access to any properties affected by this Contract, a pedestrian circulation and driveway access plan shall have the written approval of the LADOT General Manager.
- F. Submit traffic detour plans in compliance with TLR's approved by LADOT's General Manager and the standards listed herein. Traffic detour plans shall have the written approval of LADOT's General Manager before implementation. Preparation of a detour plan is required when:
  - 1. Traffic is to be diverted to the left of centerline delineation (double yellow, dashed, or median channelization) for two or more consecutive days.
  - 2. An existing (permanent or detour) traffic lane on any street is to be recurrently obstructed for more than one week.
  - 3. The work area is adjacent to an intersection and results in a transition within the intersection.
  - 4. In other unusual situations where traffic and physical conditions, such as speed or restricted visibility, require special treatment.

In all cases LADOT will determine the need for, and extent of, striping removal and restriping.

1.4 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.

1.5 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

## PART 2 - PRODUCTS

- 2.1 TRAFFIC CONTROL DEVICES, which include signs, delineators, striping, barriers, barricades and highlevel warning devices, shall conform to the State of California, Department of Transportation Traffic Manual. Materials and products shall be in accordance with the latest issue and supplements to the SSPWC as adopted by the Board of Public Works of the City of Los Angeles and as modified by the corresponding issue of City Standard Plan S-610, and LADOT Special Provisions and Standard Drawings for the Installation and Modification of Traffic Signals, 1984 and Amendments.

## PART 3 - EXECUTION

- 3.1 WORK AREA TRAFFIC CONTROL PRACTICES shall conform to the Work Area Traffic Control Handbook (WATCH Manual), and the latest edition and supplements of the SSPWC adopted by the Board of Public Works of the City of Los Angeles as modified by the corresponding issue of Standard Plan S-610.
- 3.2 TEMPORARY TRAFFIC CONTROL DEVICES - Place temporary control devices in those locations which will enable traffic to traverse the area without hazard or abrupt changes in direction. Place delineators on not more than 25 feet on centers. Operate warning lights between sunset and sunrise; place control devices so that approaching traffic is alerted to hazards and variances to normal traffic patterns. Place flashing arrow signs where motorists' visibility of existing warning devices, traffic signals and pedestrian crosswalks would be either limited or obscured. Place barricades, delineators and similar protective devices where personnel and equipment will be working within five feet of the edge of a lane bearing traffic. Clean and repair damaged devices or replace them with new devices as required.
- 3.3 TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS - Stripe and mark the pavement before diverting traffic in accordance with detour plans approved by LADOT's General Manager. Maintain stripes and marks until permanent traffic marking and striping have been provided, or the temporary condition is no longer required. Where construction activities arrant the design and implementation of detour plans, the following standards shall be adhered to:
  - A. Traffic lanes shall have a minimum striped width of ten feet. An additional clearance width of two feet shall be required between the striped lane and a curb, barricade, barrier or other vertical obstruction.
  - B. Double yellow centerline striping, channelization barrier striping (eight inch wide solid white strip), left or right edgeline striping (four inch wide solid yellow or white stripe), as appropriate, shall be installed to

delineate the edge of traveled way adjacent to barricading.

- C. Interconnected segments of Type K Rail barrier shall be used to separate the edge of traveled way from an open excavation or vertical obstruction other than curb, and shall be placed at least two feet from the centerline, channelization line or edgeline striping. End segments shall have vertically tapered ends facing traffic and shall be placed at an angle of approximately 15 degrees away from approaching traffic.
- D. The removal of permanent or temporary conflicting striping shall be accomplished by sandblasting or other permanent means. Paint cover is not considered to be permanent removal.
- E. Barricading shall terminate a minimum of 20 feet in advance of, and resume a minimum of 20 feet beyond, any driveway in operation.
- F. The Contractor, through the District or its designee, shall notify LADOT, Rail Transit Coordination Section, 205 South Broadway, Room 300, Los Angeles, CA 90012, (213) 485-2610, not less than five weekday working days before starting or implementing a change in detour phasing. Striping markout and proposed removal shall be inspected and approved by LADOT before installation of striping by the Contractor.
- G. Immediately upon completion of construction phases of the Contract, the detour striping shall be completely sandblasted and the non-detour striping shall be reinstalled by the Contractor. LADOT Rail Transit Coordination Section shall be notified ten working days in advance, to arrange for reinstallation of non-detour striping.

- 3.4 FLAGGERS - Furnish and utilize flaggers as specified in the approved TLR, Traffic Manual and WATCH Manual. Furnish flaggers where construction equipment may intermittently encroach on traffic lanes, unprotected sidewalks and crosswalks, and where construction operations would affect public safety and convenience.
- 3.5 CONSTRUCTION VEHICULAR TRAFFIC - Restrict construction vehicles to approved haul routes and approved travel times.
- 3.6 MAINTAINING VEHICULAR AND PEDESTRIAN FLOW ADJACENT TO WORKSITE - Ensure that construction operations will not impede normal traffic.
- 3.7 SIGNS - Be responsible for the installation, maintenance and removal of construction related signing. LADOT will furnish, install, maintain and remove regulatory turning and parking restriction signs at no cost to the Contractor.

Contact LADOT at (213) 485-2610 a minimum of five working days in advance of construction for installation, relocation or removal of regulatory parking signs.

- 3.8 HAUL ROUTE PLAN - Post a copy of the haul route plan permit approved by the City of Los Angeles at the worksite and in each Contract vehicle having a gross weight of more than 10,000 pounds. Provide a copy to hauling subcontractors.
- 3.9 TRAFFIC SIGNAL FACILITIES - Not used.

END OF SECTION

SECTION 01580

TEMPORARY SIGNS

PART 1 - GENERAL

- 1.1 DESCRIPTION - The Work specified in this Section consists of furnishing, installing, maintaining and removing one general construction sign, one United States DOT construction sign, one District field office sign, and one safety sign as delineated.
- 1.2 QUALITY ASSURANCE - Signs shall be painted by a professional sign painter.
- 1.3 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.
- 1.4 PAYMENT will be made under:  
  
Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

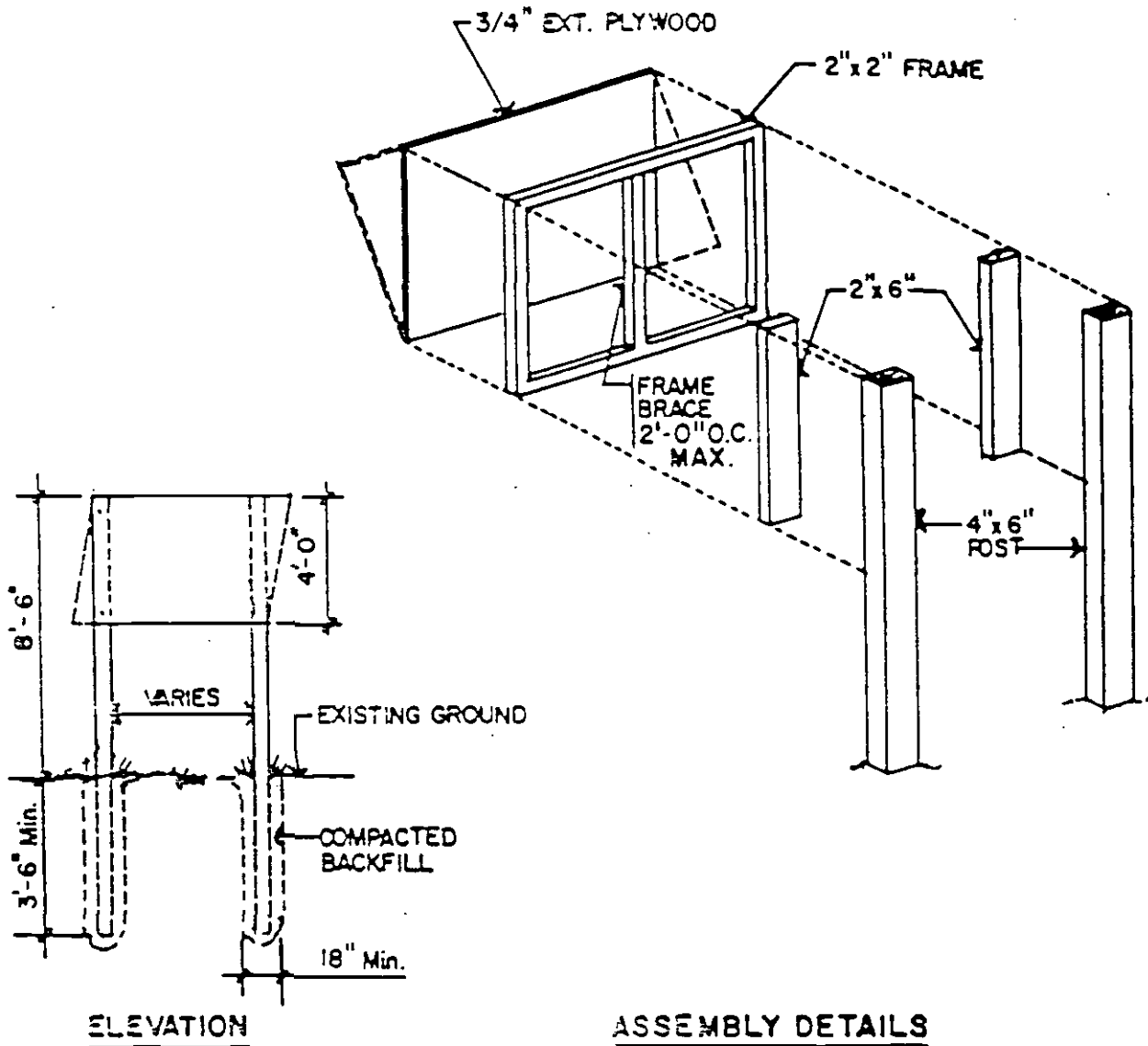
- 2.1 SIGNS
  - A. Panel - New 3/4 inch, A-B Grade, exterior type, APA DF plywood with inset hardwood edges and mitered corners.
  - B. Frame and cleats - New, construction grade lumber.
  - C. Posts - Pressure preservative treated, new, construction grade lumber.
- 2.2 HARDWARE - Brass, aluminum or galvanized steel, of sizes and types which will enable sign assemblies to resist a wind velocity of 50 mph.
- 2.3 SAFETY SIGN NUMBER TAGS - Removable aluminum or galvanized steel, with four inch high, blue numerals and steel tag hooks.
- 2.4 PAINT - Primer and exterior, semigloss, alkyd enamel.
- 2.5 LETTERING - Typeface size and spacing as indicated on attachments in this Section.

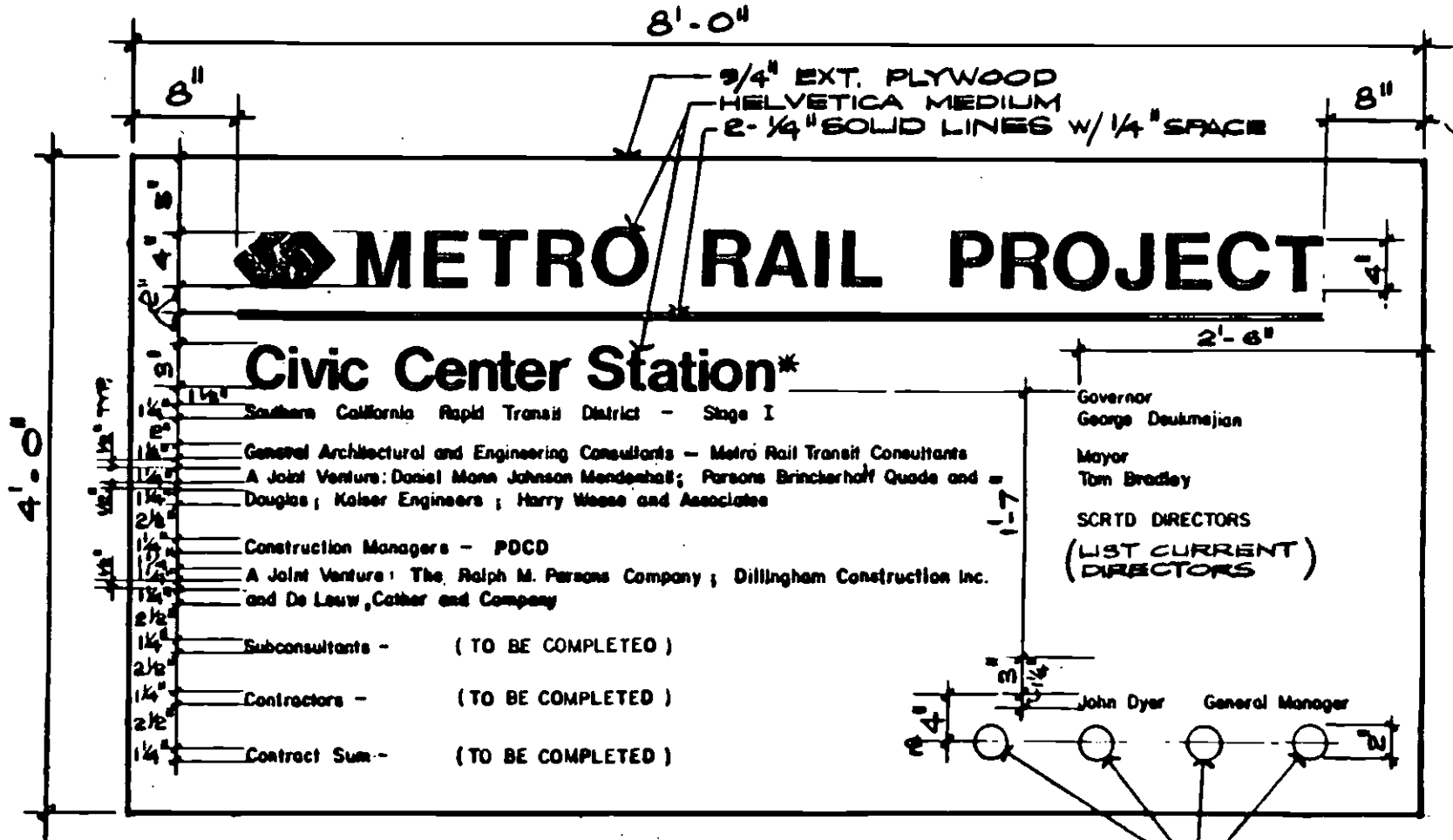
PART 3 - EXECUTION

- 3.1 INSTALLATION OF POSTS - Set posts in the ground, fill the annular space with soil, and tamp to compact the soil around

the posts to secure them in a plumb position. Locations to be established by the District or its designee.

- 3.2 PAINT - The frame, cleats and panels shall be painted with one coat of primer and two coats of enamel. Provide colors, arrangements, letters, logo and numbers as indicated.
- 3.3 MAINTENANCE - Maintain the signs in a neat and clean condition. Repaint surfaces which exhibit deterioration as determined by the District or its designee. Repair or remove and replace damaged signs with new signs.
- 3.4 REMOVE signs and posts when removal is ordered by the District or its designee. Fill sign post holes with earth and tamp to original density.





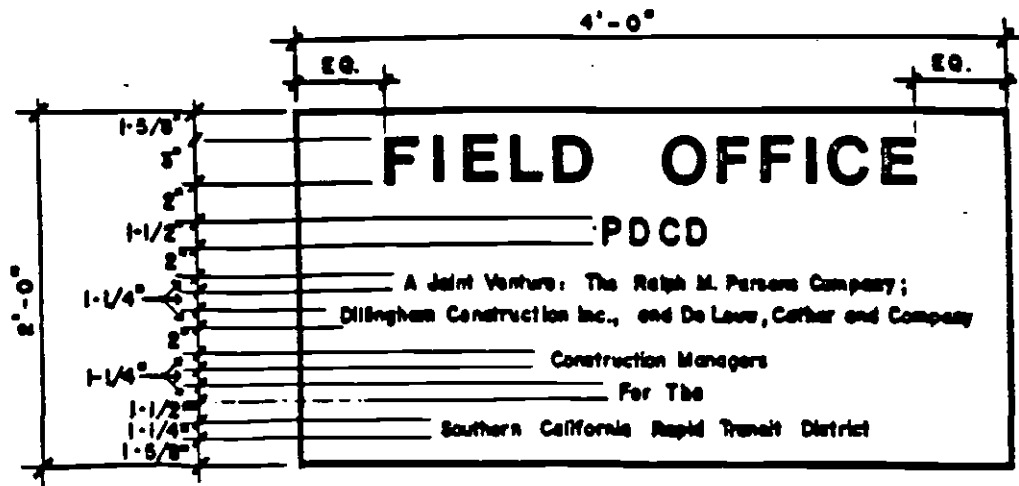
BLACK LETTERING ON WHITE BACKGROUND.  
 RTD LOGO SHALL BE RED, THE L.A. CITY, L.A. COUNTY TRANSPORTATION  
 COMMISSION, STATE OF CALIFORNIA AND U.S. DEPARTMENT OF TRANSPORTATION  
 SEALS ARE IN COLORS.  
 THE DISTRICT SHALL PROVIDE COLOR SAMPLES OF LOGO AND SEALS.

\* TO BE COMPLETED ON A SITE SPECIFIC BASIS

GENERAL CONSTRUCTION SIGN

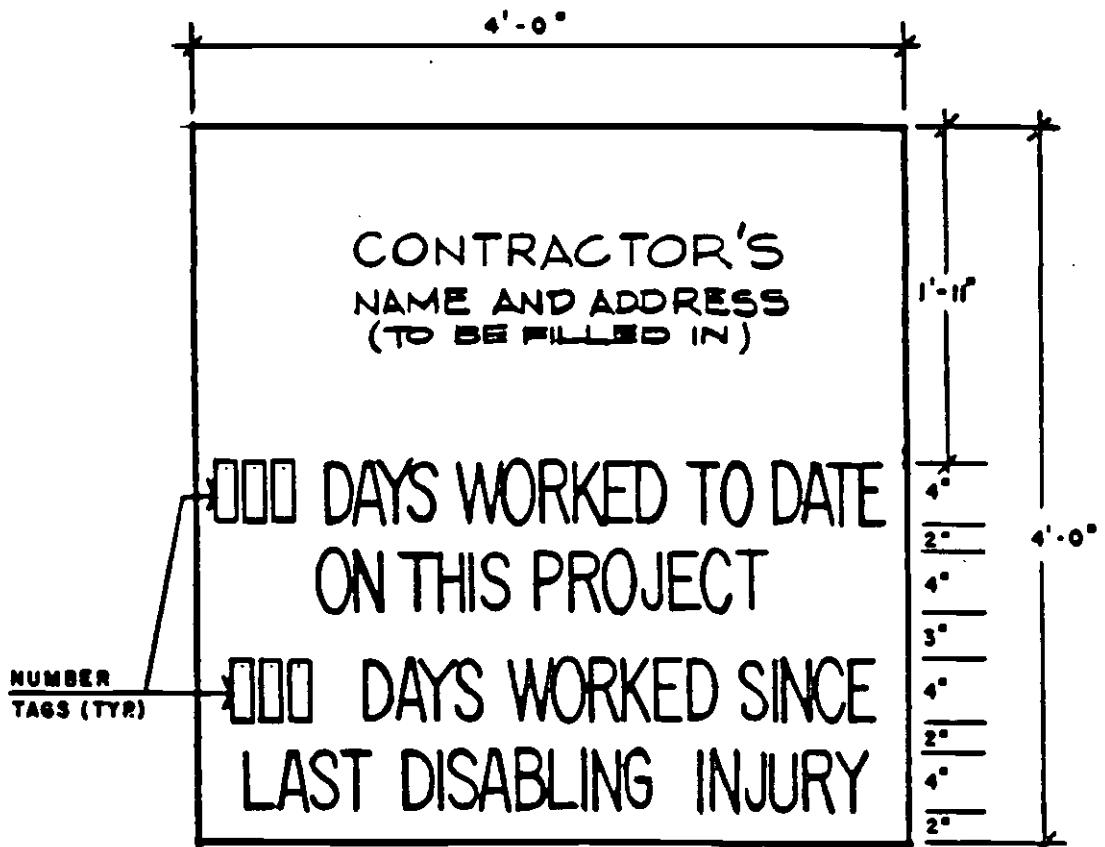






LETTERS SHALL BE HELVETICA MEDIUM, AND SHALL BE PANTONE - PROCESS BLUE.  
BACKGROUND SHALL BE WHITE. ALL COPY SHALL BE CENTERED

DISTRICT FIELD OFFICE SIGN



LETTERS SHALL BE NEWS GOTHIC, AND SHALL BE PANTONE - PROCESS BLUE.  
BACKGROUND SHALL BE WHITE. ALL COPY SHALL BE CENTERED

SAFETY SIGN

END OF SECTION

SECTION 01620

STORAGE AND PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of providing storage and protection of the materials, products, and supplies which are to be incorporated into the construction and indicating such storage areas on a Working Drawing; and the locations and dates when such areas will be available for each purpose.

1.2 SUBMITTALS

A. Refer to Section 01300, Submittals, and Section 01342, Working Drawings, for submittal procedures.

B. Working Drawings showing locations of storage areas not indicated on the Contract Drawings. Do not locate storage areas in dedicated streets, within the drip line of shrubs and trees indicated to remain, in pedestrian ways, or on private property without approval by the property owner.

C. Submit descriptions of proposed methods and locations for storing and protecting products.

1.3 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.

1.4 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

2.1 MATERIALS required for the storage and protection of the items specified shall be durable, weatherproof, and either factory finished or painted to present an appearance acceptable to the District or its designee.

PART 3 - EXECUTION

3.1 PALLETIZE materials, products and supplies which are to be incorporated into the construction, and store off the ground, only in those areas which are indicated as storage areas on the Contract Drawings and on the approved Working Drawings. Store these items in a manner which will prevent damage and which will facilitate inspection. Leave seals, tags and labels intact and legible. Maintain access to

products to allow inspection. Protect products which would be affected by adverse environmental conditions.

A. Do not stack lumber higher than eight feet in unsecured areas. Conform to CAL/OSHA requirements. Periodically inspect stored products to ensure that products are being stored as stipulated and that they are free from damage and deterioration.

B. Do not remove items from storage until they are to be incorporated into the Work.

3.2 STORAGE - Store items in a manner which will prevent damage to the Owner's property. Do not store hydraulic fluids, gasoline, liquid petroleum, gases, explosives, diesel fuel, and other flammables in excavations, except one day's supply of diesel fuel may be stored in open excavations.

3.3 LABELS - Storage cabinets and sheds which will contain flammable substances and explosive substances shall be labeled FLAMMABLE---KEEP FIRE AWAY and NO SMOKING with conspicuous lettering and conforming to CAL/OSHA requirements.

3.4 MATERIAL FURNISHED BY THE SOUTHERN CALIFORNIA GAS COMPANY - Not used.

END OF SECTION

SECTION 01630

SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of preparing, submitting, amending and updating lists of products or methods of construction which the Contractor proposes to furnish and install instead of those indicated.

1.2 SUBMITTALS

A. Refer to Section 01300, Submittals, Section 01340, Shop Drawings, Product Data, and Samples, and Section 01342, Working Drawings, for submittal procedures.

B. Documentation on materials, products, and supplies which are proposed for substitution instead of the items shown on the Contract Drawings or in the Contract Specifications.

C. Documentation on the methods of construction which are proposed for substitution instead of the methods indicated or implied on the Contract Drawings or in the Contract Specifications.

D. Redesign, when required, for acceptance of substitutions.

1.3 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.

1.4 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

2.1 Proposals for substitutions.

PART 3 - EXECUTION

3.1 REQUEST FOR SUBSTITUTION - The list of materials, products and supplies; and the list of methods of construction for substitution of those indicated will be considered only if those requests have been submitted as set forth in Section 01300, Submittals. Acceptance of substitute items or methods will be only for characteristics and the use named in the acceptance. This acceptance will not be interpreted as a modification of Contract Specifications or Contract Drawings, nor to establish acceptance of products and methods

for other portions of the District's System. Acceptance of a substitution does not relieve the Contractor of the responsibility of fulfilling the requirements of the Contract Documents. The District or its designee will be the sole judge of quality and suitability of substitute items or methods and its decision is final. If the use of substitute products or methods involves redesign of other parts of the Work, the cost required to effect that redesign will be charged to the Contractor. Perform the redesign and submit for acceptance by the District or its designee. The direct cost of evaluating substitutions by the District or its designee will also be borne by the Contractor.

A. Include the following information with the documentation for materials, products, and supplies:

1. Complete data substantiating compliance of proposed substitution with requirements of the Contract Drawings and Specifications.
2. Identification of materials, products or supplies, including manufacturer's name, catalog name and number, and the manufacturer's address.
3. Installation characteristics, installation drawings and manufacturer's literature, including product description, performance and test data, and reference standards if pertinent.
4. Name and address of projects on which the product was used under similar circumstances, and date of installation.
5. Itemized comparison of proposed substitution with the item specified. Include differences in materials, size, finish, estimated life, estimated maintenance, availability of spare parts and repair services, energy consumption, performance capacity, salvageability and manufacturer's warranties.
6. Effect of change on Construction Schedule.
7. Accurate cost data for the proposed substitution in comparison with the product specified.
8. Equitable adjustment and credit which the Contractor proposes to offer the District.
9. When applicable or requested by the District or its designee, provide off-the-shelf samples of the specified item and the proposed substitution.

B. Certify the following when making a request for substitution:

1. The Contractor has personally investigated the proposed item and believes it to be equivalent, or superior, to that shown or specified; and that he will update the information as new or different data becomes known to him.
2. The Contractor will furnish the same guarantee for the substitution as he would for the product specified.
3. The Contractor will coordinate the installation of the accepted substitution into the Work, and will make those changes, subject to approval by the District or its designee, required for the Work to be complete in all respects.
4. The Contractor waives all claims for additional costs related to the substitution.
5. Cost data are complete, including related costs, except the costs of the District or its designee's redesign or review of the Contractor's design.

C. Substitutions indicated, or implied, on Shop Drawings or product data submittal will not be considered unless a request for substitution has been submitted in conformance with this Section.

D. Include the following information in the documentation for construction methods:

1. Detailed description of the proposed methods.
2. Working Drawings illustrating the methods.
3. Itemized comparison of the proposed substitute methods with the methods shown, with product implied or specified. Include differences in estimated time for execution, labor, materials, revisions to construction process, and cost.

END OF SECTION

SECTION 01710

CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of maintaining a clean, orderly, hazard-free worksite, and performing final cleaning for District's occupancy.

1.2 JOB CONDITIONS - Safety Requirements

A. Maintain the Worksite in a neat, orderly, and hazard-free condition until final acceptance of the Work, in conformance with local governmental requirements. Keep catwalks, underground structures, worksite walks, public sidewalks, roadways, and streets, along with public and private walkways adjacent to the Worksite, free from scrap, trash, debris and hazards caused by construction activities.

B. Hazards Control

1. Store, control, and dispose of hazardous and toxic products, wastes and containers in accordance with local requirements and Section 01566, Pollution Controls.
2. Store volatile wastes in covered metal containers, and remove those wastes from the Worksite daily.
3. Do not accumulate wastes which create hazardous conditions.
4. If volatile and noxious cleaning substances are being used in spaces which are not naturally ventilated, provide artificial ventilation.

1.3 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.

1.4 PAYMENT will be made under:

Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS - Use the type of cleaning materials recommended by the manufacturer of the products whose surfaces are to be cleaned.



## PART 3 - EXECUTION

### 3.1 INTERIM CLEANING

- A. Clean the Worksite every workday during the construction of the Contract. Maintain structures, grounds and other areas of the Worksite, including public and private properties immediately adjacent to the Worksite, free from accumulations of waste materials caused by construction operations. Place waste materials in metal containers.
- B. Remove or secure loose material on open decks and on other exposed surfaces at the end of each workday, or more often, in a manner which will maintain the Worksite hazard-free. Secure material in a manner which will prevent dislodgement by wind and other forces.
- C. Sprinkle waste materials with water or an approved chemical palliative to prevent blowing of dust.
- D. Promptly empty waste containers when they become full, and legally dispose of the contents at dumping areas off the District's property.
- E. Vacuum clean interior building surfaces to be painted. Vacuum clean on an as-needed basis, as determined by the District or its designee, until the structure is ready for the District's occupancy.
- F. Control the handling of waste materials. Do not permit materials to be dropped or thrown from structures.
- G. Remove spillages of construction-related material from haul routes in accordance with Section 01566, Pollution Controls.
- H. Clean only when dust and other contaminants will not adhere to newly painted surfaces.

### 3.2 FINAL CLEANING

- A. Inspect interior and exterior surfaces, including concealed spaces, in preparation for substantial completion and occupancy.
  - 1. Remove dirt, dust, litter, corrosion, solvents, discursive paint, stains and extraneous markings.
  - 2. Wash and polish glass, metal, ceramic and plastic surfaces. Protect work that has been cleaned, and do not allow cleaning operations to damage or dirty previously cleaned work.
  - 3. Remove surplus materials, except those materials intended for maintenance.

4. Remove tools and equipment used in the construction, but not the property of the District or its designee.
5. Remove detachable labels and tags. File them with the manufacturer's specifications for that specific material for the District's records.
6. Repair damaged materials to the specified finish, or remove and replace them.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

- 1.1 DESCRIPTION - The Work specified in this Section consists of preparing and submitting warranties and bonds required by these Specifications.
- 1.2 SUBMITTALS - Refer to Section 01300, Submittals, for submittal procedures.
  - A. Blank warranties and bonds for acceptance of form.
  - B. Executed warranties and bonds.
- 1.3 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.
- 1.4 PAYMENT will be made under:
  - Item No. 01000.01 - General Requirements - per lump sum.

PART 2 - PRODUCTS

Products are not required for this Section.

PART 3 - EXECUTION

- 3.1 EXECUTE THE WARRANTIES AND BONDS required by these Specifications in the form accepted by the District or its designee.
- 3.2 PROVIDE WARRANTIES OR BONDS for the materials, labor and time period set forth in the Sections of these Specifications requiring such documents.

END OF SECTION

SECTION 02110

SITE CLEARING

PART 1 - GENERAL

- 1.1 DESCRIPTION - The Work specified in this Section consists of clearing and disposal of vegetation, trees, shrubs, stumps, and roots; trimming limbs and branches on retained trees and shrubs; removing refuse, rubbish, trash, and debris; and removal and disposal of structures, appurtenances, pavements, curbs, gutters, sidewalks, railroad materials and facilities and other materials necessary for site clearing within the Limits of Construction, Site Permanent Drainage Easements, Permanent Needs Line, and Temporary Construction Easement Line.
- 1.2 UNDERGROUND FACILITIES - Remove underground facilities of whatever nature encountered to the extent indicated or as directed by the District or its designee. Remove by cutting out: reinforced concrete, plain concrete and other masonry and appurtenances imbedded or attached thereto; timbers; and other materials encountered.
- 1.3 SUBMITTALS
- A. Refer to Section 01300, Submittals, for submittal procedures.
  - B. If material cleared from the worksite will be deposited on private property, submit copies of written releases not less than 15 days prior to the start of the work. Releases shall absolve the District or its designee from responsibility in connection with the depositing of material on private property and shall be signed by the owners of property on which the material will be deposited.
  - C. Proposed haul route.
- 1.4 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.
- 1.5 PAYMENT will be made under:
- Item No. 02110.01 - Site Clearing - per lump sum.

PART 2 - PRODUCTS

- 2.1 BACKFILL MATERIALS - Conform to Section 02200, Earthwork.
- 2.2 BARRICADES - Conform to Section 01530, Temporary Barriers.

## PART 3 - EXECUTION

### 3.1 CLEARING AND GRUBBING

- A. Remove and dispose of indicated trees, timber, shrubs, stumps, large roots, refuse, trash, rubbish and debris. Remove roots and debris protruding through or appearing on the ground surface to a depth of one foot below the surface.
- B. Protect trees, indicated to be preserved, from damage due to construction activities in accordance with Section 01537, Shrub and Tree Protection. Unless otherwise indicated, erect and maintain barricades at the drip line of trees indicated to be preserved.

### 3.2 BUILDINGS, STRUCTURES AND PAVEMENT

- A. Buildings - Remove indicated buildings, including utility connections, plumbing, foundations, floors, basements, steps, connecting walks, septic tanks, and other appurtenances. Coordinate utility removal with the appropriate utility owner prior to removal of the building. Where buildings are removed by others, remove any walls, concrete floors, basements and other foundation parts left in place following such removal by others.
- B. Structures - Remove indicated structures to the extent required to eliminate obstructions to new construction.
- C. Stormwater Drainage Systems - Remove stormwater drainage systems to the extent indicated to eliminate obstruction to the new construction.
- D. Utilities
  - 1. Within the areas of cut-and-cover construction under this Contract, completely remove and plug indicated utilities.
  - 2. In areas outside cut-and-cover construction under this Contract, demolish manholes, catch basins and other drainage structures to be abandoned, within four feet of the final grade. Fill and compact remaining portions of these structures with structural backfill and break base slabs for drainage.
- E. Pavement - Remove indicated pavement, sidewalks, ditch pavement, curb, and curb gutter.
- F. Structures to be Preserved - Protect structures indicated to be preserved by removing and placing in storage as directed by the District or its designee.

- 3.3 RAILROAD MATERIALS AND FACILITIES - Where railroad materials and facilities occur, remove such materials and facilities encountered during excavation, other than those materials and facilities specifically indicated to remain.
- 3.4 BACKFILL - Backfill trenches and excavations resulting from Work under this Section in accordance with Section 02200, Earthwork.
- 3.5 BARRICADES - Construct tree protection barricades as indicated.
- 3.6 DISPOSAL OF MATERIALS - Dispose of materials outside the work site within areas provided by the Contractor and approved by the District or its designee.
- 3.7 OWNERSHIP OF MATERIALS - Except as may be otherwise indicated, materials resulting from demolition of buildings, structures, appurtenances, and other materials removed by the Contractor shall become the property of the Contractor, to be disposed of in areas provided by him. Designated appurtenances and structures owned by utility company shall be removed by the Contractor and stored at a site selected by the District or its designee.
- 3.8 TREE PRUNING - Conform to requirements of Section 02117, Tree Pruning.

END OF SECTION

SECTION 02117

TREE PRUNING

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of pruning of existing trees indicated to remain.

- A. Remove dead, diseased, and injured limbs.
- B. Balance canopy with root system distribution.
- C. Provide clearance for new construction.

1.2 QUALITY ASSURANCE - Perform pruning by using personnel, trained and experienced in tree pruning, in accordance with recognized standards of the industry.

1.3 MEASUREMENT

- A. Pruning will be measured as a unit, acceptably completed.
- B. Associated products, materials and labor necessary therefor, or incidental thereto, will not be separately measured, but will be considered as included in the measurement for pruning.

1.4 PAYMENT will be made under:

Item No. 02110.01 - Site Clearing - per lump sum.

PART 2 - PRODUCTS

2.1 PRUNING PAINT - Waterproof, antiseptic, adhesive, elastic and free from kerosene, coal tar, creosote, and other substances harmful to plants. Do not use shellac.

2.2 FUNGICIDE AND INSECTICIDE - Selected by the Contractor, but acceptable to the EPA and District or its designee before application.

PART 3 - EXECUTION

3.1 INSPECTION - Inspect trees and surrounding areas for adverse conditions that may impede or adversely affect the Work, such as, but not limited to, overhead wires, wind conditions, and soundness and strength of tree. Notify the District or its designee of any such adverse conditions. Do not proceed with pruning until the District or its designee has been advised of the correction of such conditions.

- 3.2 PRUNING - Cut limbs and branches, as necessary, to healthy wood, in accordance with the undercut, overcut, and flush-cut technique, and by sealing wounds larger than one inch in diameter with tree wound dressing. Trim bruises back to sound bark and tight cambium, and coat with tree wound dressing.
- 3.3 INSECTICIDE - Apply fungicide and insecticide if trees exhibit symptoms of being attacked. Apply in accordance with the respective manufacturer's printed application instructions.
- 3.4 USE, storage and disposal of containers and equipment shall comply with pertinent Federal, State and local agency requirements.

END OF SECTION



SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of performing operations to excavate materials, regardless of character and subsurface conditions, necessary for the construction of fences and to place and compact backfill for fencing all as indicated.

1.2 QUALITY ASSURANCE - Reference Standards

American Society for Testing and Materials (ASTM)

ASTM D422 Particle Analysis of Soils

ASTM D2419 Sand Equivalent Value of Soils and Fine Aggregate

ASTM D4318 Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.3 SUBMITTALS

A. Refer to Section 01300, Submittals, for submittal procedures.

B. Initial material acceptance test report when requested by the District or its designee.

1.4 WORKSITE CONDITIONS

A. Indicated locations of existing facilities and systems are approximate. Make an investigation and determination of exact location and nature of utilities, facilities and systems, and be solely responsible for damages thereto caused by construction activities.

B. Prevent water from accumulating in the excavation.

1.5 MEASUREMENT - No separate measurement will be made for earthwork.

1.6 PAYMENT will be made under the payment items in Section 02831, Chain Link Fencing.

PART 2 - PRODUCTS

2.1 EMBANKMENT - Provide materials that are well to moderately well graded soils (ASTM D422), with or without gravel, as

excavated, screened or blended, having a plasticity index not greater than ten and a liquid limit not greater than 30 (ASTM D4318), a sand equivalent not less than 20 (ASTM D2419), and the following gradation:

GRADATION

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
4 Inch Square	100
3 Inch Square	100-85
No. 200	0-30

- 2.2 PROVIDE STRUCTURAL BACKFILL - Not used.
- 2.3 PROVIDE TRENCH BEDDING MATERIAL - Not used.
- 2.4 PROVIDE PERVIOUS MATERIAL - Not used.
- 2.5 PROVIDE SACKED PERVIOUS MATERIAL - Not used.
- 2.6 PROVIDE SLURRY CEMENT BACKFILL - Not used.

PART 3 - EXECUTION

- 3.1 EXCAVATION - Remove material encountered, regardless of its nature and the manner by which removed, as indicated. If soils encountered at the indicated subgrade are unacceptable, as determined by the District or its designee, excavate those soils until soils are encountered which are acceptable, as determined by the District or its designee. Excavated materials satisfying the requirements of Paragraph 2.1 may be used for fill.
- 3.2 PLACE FILL MATERIALS to bring grade to one inch from bottom of fence. Deposit and spread in uniform, horizontal layers not thicker than eight inches before compaction; extend layers the full width of the cross-section, where practicable. Compact each layer of fill material to the specified compaction.
- 3.3 PROVIDE TREE AND SHRUB ROOT PROTECTION - Not used.
- 3.4 ABANDONMENT OF OLD OIL WELLS - Not used.
- 3.5 FIELD QUALITY CONTROL - Not used.

END OF SECTION

SECTION 02831

CHAIN LINK FENCING

PART 1 - GENERAL

- 1.1 DESCRIPTION - The Work specified in this Section consists of providing chain link fences and gates in accordance with the details and at the locations indicated.
- 1.2 QUALITY ASSURANCE
  - A. Provide fencing and gates manufactured in accordance with the Standard Specification for Public Works Construction (SSPWC).
  - B. Use an installer of fencing materials experienced in similar installations.
- 1.3 SUBMITTALS
  - A. Refer to Section 01300, Submittals, and Section 01340, Shop Drawings, Product Data, and Samples, for submittal procedures.
  - B. Certificates of compliance.
  - C. Test reports.
- 1.4 WORKSITE CONDITIONS
  - A. Existing Fences - The requirements for preservation of property and liability are specified in the General Conditions. Repair fences which are to remain in place, and which have been damaged by the Contractor, at no additional expense to the District. Where a new chain link fence is to abut an existing District chain link fence, the existing posts may be used if they are the proper height and size. Provide bracing for end and corner posts.
  - B. Remove and dispose of earth, trees, brush, and other obstructions which interfere with the construction of fences. Use finish grading to either minimize, or eliminate, undulation in the profile of the fence.
  - C. Install fence posts so as to avoid conflict with right-of-way monuments set by the District. Before setting fence posts, confer with the District or its designee regarding the location of right-of-way monuments.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site packaged, bearing manufacturers label firmly affixed to material.
- B. Remove items delivered in damaged or unlabeled condition from the site.

1.6 MEASUREMENT

- A. The Work of this Section will be measured by the linear foot for each type of fence, complete in place, parallel to finished grade from center to center of end posts, per each for single gates and per pair for double gates. The Work measured will include earthwork, concrete, barbed wire, and metal closures to ground surface for chain link fences and gates.
- B. Gates will be measured for each size and type.

1.7 PAYMENT will be made under:

Item No. 02831.01 - Chain Link Fence, Six Feet With Extension Arm - per linear foot.

Item No. 02831.02 - Chain Link Fence, Eight Feet With Extension Arm - per linear foot.

Item No. 02831.05 - Chain Link Fence, Eight Feet With Extension Arm, Added to Existing Wall - per linear foot.

Item No. 02831.14 - Chain Link Fence Gate, 12 Feet Double - per pair.

Item No. 02831.21 - Chain Link Fence Gate, Five Feet Single - per each.

Item No. 02831.22 - Chain Link Fence Gate, Eight Feet Double - per pair.

Item No. 02831.23 - Chain Link Fence Gate, 19 Foot Single - per each.

Item No. 02831.24 - Chain Link Fence Gate, 20 Foot Double - per pair.

Item No. 02831.25 - Chain Link Fence Gate, 30 Foot Double - per pair.

Item No. 02831.31 - Chain Link Fence Sliding Gate, 30 Foot Double - per pair.

Item No. 02831.32 - Chain Link Fence Sliding Gate, 46 Foot Double - per pair.

PART 2 - PRODUCTS

2.1 GALVANIZED, FERROUS FENCE MATERIALS - Do not use imperfectly galvanized material and material upon which serious abrasions of the galvanizing occur. Provide items of each particular type, such as posts, extension arms, fabric and accessories of the same manufacture, size, design, castings, and materials, and otherwise identical within like items.

A. Posts, rails, and braces of either pipe or rolled formed H sections. Pipe conforming to ASTM A120, Schedule 40. Hot-dipped galvanized coatings not less than 2.0 oz. zinc per square foot. The hydrostatic test required by ASTM A120 will be waived.

<u>Fence Part</u>	<u>Pipe O.D.</u>	<u>H. Section Size &amp; Weight</u>
End Corner and Pull Posts	2 1/2 inches 5.79 pound/foot	3 1/2 inches 5.4 pound/foot
Line Posts	2.0 inches 2.375 pound/foot	1 7/8 inches 2.70 pounds/foot
Post Braces (if used)	1.66 inches 2.27 pound/foot	1 5/8 inches 1.35 pounds/foot

1. Install gate posts the full height of the fabric as indicated.
2. Provide posts with tops designed to fit securely over the posts, to exclude water, and to bear the top pipe rail and extension arms, where indicated.
3. Provide total length of posts to be set in the ground equal to the length of the portion embedded in the concrete footing plus the length required above ground. Provide posts to be mounted on top of concrete retaining and barrier walls with a total length of not less than three feet eight inches, unless indicated otherwise. Provide pipe sleeves for fence posts to be set in concrete.
4. Consider changes in line, where the angle of deflection is 30 degrees or more, as corners, and install corner posts.
5. Provide post tops, extension arms, stretcher bars, and other fittings and hardware of steel, malleable iron, or wrought iron, galvanized in accordance with ASTM A153. Provide fittings and hardware to fasten to the posts and concrete in the proper manner.

B. Provide extension arms designed to bear, and to anchor securely, three strands of barbed wire equally spaced and

having adequate strength to support a vertical load of 150 pounds at the outer end. Provide extension arms of the dimensions to carry the barbed wire to the height scheduled above the ground or concrete wall. Angle extension arms extending inward, outward, or vertically, as indicated; if not indicated, extend the arms inward.

- C. Provide fabric conforming to ASTM A392, of the width indicated. Provide fabric with a galvanized coating that can pass 12 one minute immersions in accordance with the Preece Test, ASTM A239, without failure. Provide nine gauge wire in the manufacture of the fabric. Weave the chain link fence fabric into approximately two inch mesh in such manner that, no fewer than seven meshes occur in a vertical dimension of 23 inches along the diagonals of the openings. Twist and barb chain link fence fabric on top and bottom edges, unless indicated otherwise.

## 2.2 PROVIDE ACCESSORIES as follows:

- A. Fasten chain link fabric top and bottom to a pipe wire.
- B. Galvanized steel or noncorrosive metal bands, if accepted by the District or its designee, will be permitted in lieu of tie wires for fastening chain link fabric to posts and gate frames.
- C. Provide gates of the widths indicated, constructed either of galvanized Schedule 40 pipe conforming to ASTM A53 or of two inch square galvanized steel tubing. Provide cross-trussed gate frames with 3/8 inch adjustable truss rods. Fasten the corners of the gate frames together and reinforce with a galvanized malleable iron fitting, designed for the purpose, or weld. Weld, conforming to the provisions in Section 05120, Structural Steel, and grind welds smooth. Ensure galvanized finish not less than 1.8 oz. per square foot complying with ASTM A120. Attach chain link fence fabric to the gate frame with stretcher bars and tie wires as specified for the fence construction, and provide suitable tension connections spaced at approximately one foot intervals.
  - 1. Hang the gates by not fewer than two galvanized steel or malleable iron hinges, not narrower than three inches, which have been designed to clamp securely to the gate post and permit the gate to be swung back against the fence. Provide the bottom hinge with a socket to receive the ball end of the gate frame. Design and arrange the gate hinges to prevent removal of the gate from the hinges.
  - 2. Provide gates having either a galvanized steel or malleable iron combination catch of acceptable design. Provide stop to hold gates open, and a center rest

with catch. Lock by padlock and chains, operable from each side of the fence.

3. Install extension arms on the end posts to carry strands of barbed wire in horizontal alignment with the strands of barbed wire on the adjacent fence.
4. Gates - Outswing type complete with latches, plunger bar, stops, keepers, hinges. Construct gate frames of tubular members fabricated and assembled to avoid sag and misalignment. Provide adequate bracing. Use adequate strength hinges with large bearing surfaces for clamping into position and preventing twisting or turning under action of gate. Provide gates capable of being opened and closed easily by one person. Provide latches, stops and keepers for gates. Latches must contain a plunger-bar arranged to engage the center stop. Latches for locking. Use center stops consisting of a device arranged to be set in concrete and to engage a plunger bar of the latch. Use keeper consisting of a mechanical device for securing the free end of the gate when in the full open position.

D. Provide barbed wire conforming to FS RR-F-221/1, Type A, Class 2, galvanized, two twisted strands of 12 1/2 gauge wire with four-point, 14 gauge round barbs spaced on not more than five-inch centers. Provide three strands of barbed wire, equally spaced on extension arms.

E. Provide padlocks conforming to FS FF-P-101, Type EPC, two inch size, solid brass case, with chain. Provide one padlock with chain for each gate. Key padlocks alike and master-key to the Metro Rail System locks as indicated or as required by the District or its designee.

2.3 PROVIDE CONCRETE conforming to the requirements of SSPWC.

2.4 PROVIDE SOLID GROUND RODS, 5/8 inch in diameter or equivalent, ten feet long, and galvanized alloy steel. Chamfer rod head. Galvanize in accordance with ASTM A153, and at a rate of not less than two ounces per square foot. Provide connecting wires of 2/0 AWG insulated copper cable. Provide insulation that is HMWPE type.

2.5 PROVIDE GROUT in accordance with Section 03600, Grout.

### PART 3 - EXECUTION

3.1 SPACE LINE POSTS on not more than ten foot centers. In determining the post spacing, measurement will be made parallel to the slope of the natural ground, with posts placed in a vertical position except in unusual locations where, in the opinion of the District or its designee, it would be more satisfactory to place the posts perpendicular to the

slope of the ground. Except as otherwise indicated, where fencing is installed on the top of concrete walls, sleeve and grout the posts or embed in asphalt as detailed. Install posts on galvanized steel base plates where indicated.

3.2 PROVIDE FOOTINGS as indicated in SSPWC, Section 304.3.

- A. Set fence posts and gate posts in accordance with SSPWC.
- B. Crown footings to a height of approximately two inches above grade. The crown is an integral part of the footing.
- C. Install line post true and plumb, spaced equally on centers not to exceed ten feet.
- D. Install a corner or pull post when there is a change of 30° or more either in direction or in grade.
- E. Attach fabric to posts using a 3/16 inch by 3/4 inch stretcher bar, 11 gauge by one inch tension and brace bands, and 3/8 inch diameter carriage bolts. Place bands on approximately 16 inch centers.
- F. Install fabric and with sufficient tension that no sagging or buckling will result. Place the fabric on the side of the post away from the area being enclosed, unless directed otherwise by the District or its designee.
- G. Maintain a maximum clearance between fence and ground line as indicated.

3.3 BRACE END, CORNER, AND GATE POSTS to the nearest line post, with galvanized diagonal or horizontal braces used as compression members, and with galvanized 3/8 inch diameter steel truss rods with turnbuckles used as tension members. Brace line posts horizontally and truss in both directions as specified above, at the indicated intervals.

3.4 FASTEN FABRIC to the outer face of the posts except that, where a property owner's existing fencing occurs directly against and adjacent to the Metro Rail System fencing, fasten chain link fabric to the inner face of posts, if indicated. Stretch the fabric and securely fasten to the posts and top and bottom pipe rails with either tie wires or metal bands.

3.5 SURFACE TREATMENT AT GATES - Unless otherwise indicated pave the ground surface for the full width of the gate, and for a distance of three feet on both sides of the gate. Provide asphaltic concrete or Class 2500 Portland cement concrete paving to the dimensions indicated. Provide paving not further than two inches below the bottom of the gate, and sloped to drain away from the gate on both sides.



- 3.6 THERMITE WELD CONNECTING WIRE to the posts and ground rods; coat welds with one coat of hot tar enamel.
- 3.7 INSTALL WARNING SIGNS - Not used.
- 3.8 REPAIR VINYL COATING - Not used.
- 3.9 FIELD QUALITY CONTROL - Perform a meggar test between the fence and absolute ground, at a point midway between every ground rod. Measure the resistance between the fence and absolute ground with a meggar, not less than 48 hours after rainfall or artificial watering. Do not exceed two ohms resistance.
- 3.10 ADJUSTMENT AND CLEANING
  - A. Adjust brace rails and tension rods for rigid installation.
  - B. Tighten hardware, fasteners, and accessories.
  - C. Remove excess and waste materials from Contract site.

END OF SECTION

SECTION 03303

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of placing, and curing cast-in-place concrete as indicated for fence foundations.

1.2 QUALITY ASSURANCE

A. Qualifications of Concreting Supervisor - Experience in placing, consolidating and curing Portland cement concrete in structures similar to those in this Contract, having been in responsible charge of that Work.

B. Reference Standards

1. and 2. - Not used.

3. American Society for Testing and Materials (ASTM)

ASTM C94 Ready-Mixed Concrete

4. United States Army Corps of Engineers

CRD-C400 Requirements for Water for Use in Mixing or Curing

C. Not used.

D. Construction Tolerances - Allowable Deviations from Indicated Dimensions and Elevations - Do not allow adjacent units to have cumulative deviations.

1. Footings

a. Misplacement and eccentricity, as measured from centroid of footing: Two percent of footing width or two inches, whichever is the lesser.

b. Elevation of top: +/-1/4 inch.

c. Other footing dimensions: Minus 1/4 inch or plus two inches.

2. Through 26. - Not used.

1.3 SUBMITTALS - Not used.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING - Not used.

## 1.5 JOB CONDITIONS

A. Environmental Requirements - Not used.

B. Inspection Immediately Before Concreting

### 1. Substrate Surface Condition

a. Verify that the bearing capacity of the subgrade is satisfactory, and that the surface is hard, reasonably level, slightly moist, and free from loose, saturated and frosty material and debris.

b. Not used.

2. Through 6. - Not used.

C. Not used.

1.6 MEASUREMENT - Cast-In-Place Concrete will not be measured for this Work.

1.7 PAYMENT will be made under Section 02831, Chain Link Fencing.

## PART 2 - PRODUCTS

2.1 PORTLAND CEMENT CONCRETE - Class 4000, in accordance with SSPWC.

2.2 LEAN CONCRETE - Not used.

2.3 FILL CONCRETE - Not used.

2.4 NON-SLIP MATERIAL - Not used.

2.5 CURING MATERIALS - Not used.

2.6 SURFACE SEALER - Surfaces to be sealed shall be free from dirt, dust and other foreign materials immediately before application of sealer. Do not apply sealer until elastomeric sealant has been installed. Provide a two-coat clear, water-white sealer, nonglossy, nonstaining and nondarkening sealer system with a minimum of 20 percent solids that can be pressure spray applied. Provide the following or approved equal:

A. Umbrella #9100 - VIP Enterprises, Inc.

B. Thoro Glaze H20 - Thoro Systems Products.

C. Rainstopper 200 - Textured Coatings of America.

2.7 HARDENER - Not used.

- 2.8 WATER - Conform to CRD-C400. Water shall be potable.
- 2.9 WATERSTOPS - Not used.
- 2.10 MORTAR FOR PATCHING CONCRETE - Not used.
- 2.11 GROUT FOR BONDING NEW CONCRETE TO SET CONCRETE - Not used.
- 2.12 VAPOR BARRIER - Not used.
- 2.13 SAND - Clean, dry, natural or manufactured sand, free from clay lumps, rocks and debris for under/over vapor barrier.
- 2.14 HYDROCARBON-RESISTANT MEMBRANE - Not used.
- 2.15 JOINT SEALANT - Not used.
- 2.16 EXPANSION JOINT FILLER - Not used.
- 2.17 SELF-SEALING EXPANSION JOINT FILLER - Not used.
- 2.18 INSERTS, ANCHOR BOLTS, STAIR NOSINGS AND OTHER EMBEDDED ITEMS - Not used.
- 2.19 NEOPRENE MEMBRANE FOR NOISE AND VIBRATION CONTROL - Not used.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Through C. - Not used.
- D. Provide ready-mixed concrete in accordance with ASTM C94.
- E. Through I. - Not used.
- J. Embedments in Concrete - Position embedded steel items, inserts, pipes, conduits and anchors, and securely support in accordance with the Sections of architectural, electrical and mechanical Work and as indicated.

- 3.2 BONDING - Not used.
- 3.3 CONVEYING OR PUMPING CONCRETE - Not used.
- 3.4 JOINTS - Not used.
- 3.5 PLACING CONCRETE

#### A. Depositing

- 1. Through 3. - Not used.

4. Deposit the concrete in a continuous flow to points not more than five feet horizontally and five feet vertically from its final location.

5. and 6. - Not used.

B. Where a schedule for placing concrete is indicated, no deviations will be permitted therefrom unless acceptable to the District or its designee. Placing will not be permitted when, in the opinion of the District or its designee, the sun, heat, wind, or limitations of facilities furnished by the Contractor, prevent proper finishing and curing of the concrete.

C. Deposit concrete as near as possible to final position, and in a continuous flow. Do not allow mortar to separate from aggregate.

D. Deposit concrete against leading face of lift being placed.

E. Deposit concrete continuously in level layers of that thickness which can be properly consolidated; cover previously-placed layers before concrete has begun to harden. Start placing at the low point and proceed up grade unless otherwise permitted by the District or its designee.

F. and G. - Not used.

H. Do not permit fresh concrete to fall from a height greater than five feet without the use of adjustable length pipes.

I. Do not retemper partially hardened concrete with additional water.

### 3.6 CONSOLIDATING CONCRETE

A. Consolidate concrete during placement until voids have been filled and free mortar appears on surface.

B. Through D. - Not used.

### 3.7 FINISHES - Not used.

### 3.8 CURING

A. Protect freshly deposited concrete from excessively hot temperatures in accordance with Paragraph 1.5, and maintain without drying for the period of time necessary for the hydration of the cement and the proper hardening of the concrete.

1. Through 5. - Not used.

B. And C. - Not used.

3.9 PROTECTION OF COMPLETED WORK - Not used.

3.10 SURFACE SEALER - Not used.

3.11 REPAIR - Not used.

3.12 DAMAGED WORK - Before final acceptance of the Work, repair damaged surfaces, corners of concrete, and concrete finish, whether such damage has resulted from the action of the elements or from any cause whatsoever. Bring damaged places where surface repairs are permitted to a smooth, dense, watertight condition to the satisfaction of the District or its designee.

END OF SECTION

SECTION 03600

GROUT

PART 1 - GENERAL

1.1 DESCRIPTION - The Work specified in this Section consists of furnishing, mixing and placing nonshrink, nonmetallic, non-corrosive Portland cement grout for fence posts as indicated.

1.2 QUALITY ASSURANCE

A. Acceptable manufacturers shall be regularly engaged in the manufacture of nonshrink, nonmetallic, noncorrosive grout.

B. Reference Standards

1. American Concrete Institute (ACI)

ACI 305R Hot Weather Concreting

2. American Society for Testing and Materials (ASTM)

ASTM C827 Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures

3. United States Army Corps of Engineers

CRD-C621 Nonshrink Grout

1.3 SUBMITTALS

A. Refer to Section 01300, Submittals, and Section 01340, Shop Drawings, Product Data, and Samples, for submittal procedures.

B. Sample - One typical bag.

C. Certificates - Testing Laboratory reports showing:

1. Materials used in the grout are free from metallic components and corrosion-producing elements.

2. Materials meet specified shrinkage and compressive strength requirements.

D. Manufacturer's Instructions - Furnish manufacturer's recommended mixing and installation instructions, including data on water volume, workability, setting times and temperatures.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver and store grout materials in undamaged original protective packaging with seals and labels intact.

B. Prevent damage to, or contamination of, grout material.

1.5 JOB CONDITIONS - Follow ACI 305R during hot weather conditions.

1.6 MEASUREMENT - The Work of this Section will not be separately measured for payment.

1.7 PAYMENT - The Work of this Section will be paid for as part of the Contract price for the Work in which the grout is used.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Provide nonshrink, nonmetallic, noncorrosive grout conforming to the following:

1. CRD-C621 with fluid rating.

2. Manufactured specifically for use in transferring heavy loads.

3. Grout shall show no shrinkage when tested under ASTM C827.

4. Initial setting time, after addition of water, of approximately one hour at 70°F in accordance with CRD-C621.

5. Develop not less than 5000 psi compressive strength at 28 days.

6. Resist attack by oil and water.

7. Have flowability necessary for particular application.

B. Provide water free of deleterious chemicals affecting grout components. Water shall be potable.

C. Do not use air-entraining agents or admixtures.

D. Refer to Section 04220, Concrete Unit Masonry, for masonry grout.



## 2.2 MIXING

- A. Follow manufacturer's mixing recommendations. Mix grout materials and water in mechanical mixer. Measure aggregate materials in a damp, loose condition.
- B. Mix grout as close to Work area as possible.
- C. Transport grout mix in a manner that does not permit separation of materials.
- D. Do not retemper or add additional water after grout has been mixed.

## PART 3 - EXECUTION

### 3.1 SURFACE PREPARATION

- A. Remove defective concrete, laitance, dirt, oil, grease and other foreign materials from concrete surfaces by chipping, or other means, until a sound, clean concrete surface is achieved.
- B. Lightly roughen concrete, but not enough to interfere with proper placement of grout.
- C. Cover concrete areas with protective waterproof covering until ready to grout.
- D. Remove foreign materials from steel surfaces in contact with grout.
- E. Align and level components to be grouted, and maintain in final position until grouting is complete and accepted.
- F. Not used.
- G. Remove protective waterproof covering and clean contaminated surfaces immediately before grouting.
- H. Saturate concrete surfaces with clean water, and remove excess water immediately before grouting.

### 3.2 PLACING GROUT

- A. Place grout in conformance with the manufacturer's printed instructions. Pour grout from one side only until grout rises to top of sleeve. Do not vibrate grout. After initial set, cut grout back and rake flush with the edge of the base plate. Protect grout with cement-sand mortar or, if not cut back, protect with a minimum cover of 3/4 inch of mortar.

- B. Do not remove shims for at least 48 hours after grout has been placed.
  - C. After shims have been removed, if used, fill voids with nonshrink, noncorrosive grout, packing the material with a suitable tool.
  - D. Do not use grout which has begun to set or if more than 1 1/2 hours have elapsed after initial mixing.
- 3.3 CURE grout for a minimum of two hours after placing by keeping wet and covering with high wet strength kraft paper or other acceptable methods.

END OF SECTION

SECTION 16455  
GROUNDING AND BONDING

PART 1 - GENERAL

- 1.1 DESCRIPTION - The Work specified in this Section consists of furnishing, installing, connecting and testing a complete grounding and bonding system as indicated.
- 1.2 QUALITY ASSURANCE - Reference Codes - NEC, industry standards as specified, and codes and regulations of jurisdictional authorities.
- 1.3 SUBMITTALS
- A. Refer to Section 01300, Submittals, and Section 01340, Shop Drawings, Product Data, and Samples, for submittal procedures.
  - B. Shop Drawings and manufacturer's literature.
  - C. Four copies of certified test report of the grounding resistance including method of measurement.
  - D. Drawings showing the as-built locations of ground rods to which connections were made and location of all buried grounding conductors.
- 1.4 PRODUCT DELIVERY, STORAGE AND HANDLING
- A. Provide marking on wire and cable in accordance with the referenced standard. Each item shall have a UL label.
  - B. Ship each unit securely wrapped, packaged, and labeled for safe handling in shipment and to avoid damage.
  - C. Store equipment in secure and dry storage facility.
- 1.5 MEASUREMENT - The Work of this Section will be measured as a unit, acceptably performed.
- 1.6 PAYMENT will be made under:
- Item No. 16600.01 - Grounding and Bonding - per lump sum.

PART 2 - PRODUCTS

- 2.1 GROUNDING AND BONDING EQUIPMENT - Conform to UL 467, with additional requirements as specified herein.

- 2.2 GROUND RODS - Medium carbon steel core, copper clad by the molten weld casting process; size one inch diameter by 15 feet long or as indicated; UL listed.
- 2.3 BARE CONDUCTORS - ASTM B3, Class B stranded annealed copper conductor unless otherwise indicated, size as indicated.
- 2.4 BUS BAR - Not used.
- 2.5 SINGLE CONDUCTOR INSULATED WIRE - Not used.
- 2.6 TERMINAL LUGS - Section 16050, Basic Electrical Materials and Methods.
- 2.7 JUMPERS - Tin-plated copper, braided, flexible jumper.

PART 3 - EXECUTION

3.1 GROUNDING

- A. Ground Connections - Not used.
- B. Ground Rods
  - 1. Not used.
  - 2. Interconnect ground rods through fence grounding.
- C. Traction Power Substation and Passenger Station - Not used.
- D. Equipment Grounding - Not used.
- E. and F. - Not used.
- G. Ground fencing and other metallic frame structures as follows:
  - 1. Ground metal fencing to 3/4 inch diameter by ten feet long ground rods, buried three feet outside fenced area, using No. 2/0 AWG conductor and clamps as indicated.
  - 2. Install braided flexible jumper at fence joints and gates for continuity to ground.
  - 3. Ground other metallic frames of the noncurrent carrying structure to the main station ground grid, using minimum size of No. 6 bare copper wire.

3.2 FIELD QUALITY CONTROL

- A. In the presence of the District or its designee, test the grounding system by the fall-of-potential method to

demonstrate that total ground resistance does not exceed two ohms except the instrument grounding (insulated) system which does not exceed three ohms.

- B. Test equipment enclosures, conduit, raceways, trench ducts, cable trays, exposed expansion joints, lighting fixtures, receptacle light standards, and substation fencing for continuity to the ground system.

END OF SECTION