



**COUNTY OF SANTA BARBARA  
AGREEMENT FOR:**

**General Services Project No. J02014  
County of Santa Barbara**

Clinic Elevator Re-activation and Modernization Project  
345 Camino Del Remedio, Santa Barbara Ca. 93110

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called **COUNTY**, and Republic Elevator, Inc., referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

- 1. CONTRACT:** This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.
- 2. WORK:** CONTRACTOR agrees, at his own proper cost and expense, to furnish all the work and all equipment and materials necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of General Services of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.
- 3. EXCAVATIONS:** Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.
- 4. COUNTY REPRESENTATIVE:** The County Representative referred to in the Contract Documents is Richard Whirty.
- 5. PAYMENT:** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be Two Hundred Forty Nine Thousand Eight Hundred Seventy DOLLARS (\$ 249,870.00 ), to be paid as provided in the Contract Documents dated . The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

6. **EXTRA WORK:** Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be effected or authorized in writing and agreement made of compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the County Representative, if compensation is not in excess of 10% of the original base agreement amount or \$25,000, or \$25,000 + 5% of the amount of the bid in excess of \$250,000. Compensation in such equitable amount as is appropriate for the requirements of the COUNTY or may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County Representative may agree upon appropriate additional time to be allowed as required for such extra work, materials, resolution or changes.

7. **COMPLIANCE WITH LAW, AMENDMENTS:** CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of General Services, and/or any officer, agent or employee of the COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

8. **PAYMENTS NOT ACCEPTANCE:** No certificate given or payments made under this Contract, except the final payment shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County Representative, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

9. **PREVAILING WAGE RATES:** Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

10. **CONTRACT DOCUMENTS ACKNOWLEDGED:** CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

11. **TIME FOR COMMENCEMENT, COMPLETION:** The work to be done under this Agreement shall be completed within «Const\_Duration» calendar days after execution of this Agreement. As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of the Contract time. The CONTRACTOR shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time.
12. **WORKERS' COMPENSATION INSURANCE:** CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code. CONTRACTOR will comply with such provisions before commencing the performance of the work of this Contract.
13. **PROGRESS PAYMENT NO WAIVER FOR DELAY:** Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.
14. **GUARANTEE BONDS:** Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the COUNTY. Both securities shall contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.
15. **NON-DISCRIMINATION:** The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.
16. **DISPUTES:** Should any dispute arise respecting the construction or meaning of any of the plans or specifications affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be resolved by the Engineer/Architect whose decision shall be final and binding upon the parties. If, after the decision of the Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY and those claims are in the aggregate amount of \$375,000 or less, said claims shall be resolved pursuant to Public Contracts Code Sections 20104 through 20104.8, inclusive.
17. **SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS:** The County Representative is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

Agreement for: SB Clinic Elevator Re-activation and Modernization Project # J02014

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the COUNTY

COUNTY OF SANTA BARBARA

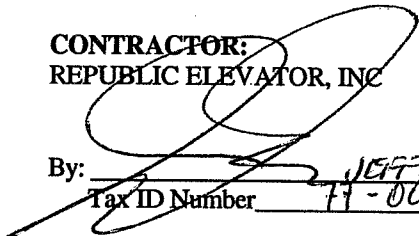
By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**ATTEST:**  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk


**CONTRACTOR:**  
REPUBLIC ELEVATOR, INC

By:  \_\_\_\_\_ *JEFFERY DELL PALS.*  
Tax ID Number 77-0001470

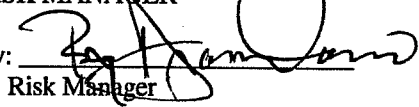
**APPROVED AS TO FORM:**  
DENNIS A. MARSHALL,  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

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

**APPROVED AS TO FORM:**  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By:  \_\_\_\_\_  
Risk Manager

Dept 063

Fund 0030

Program 1930

Account 8700

Project 8591



# CERTIFICATE OF LIABILITY INSURANCE

OP ID MLA  
REPUB-1DATE (MM/DD/YYYY)  
06/21/11

PRODUCER  
 SU Massie & Beck Ins. Serv.  
 License #0B29340  
 Box 1272  
 Goleta CA 94549-1272  
 Phone: 925-283-5750 Fax: 925-283-5751

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
  
 Republic Elevator Company  
 E.N. Dell Company Inc., DBA:  
 P.O. Box 1222  
 Goleta CA 93116

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Insurance	29424
INSURER B:	Zurich (Amer. Guarantee & Liab)	16535
INSURER C:	StarNet Insurance Company	40045
INSURER D:	National Union Fire Insurance	19445
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	ADD'L	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
C	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	JMS0000369-01	07/18/10	07/18/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ 10,000 \$ 1,000,000 \$ 4,000,000 \$ 4,000,000
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Coll. Ded <input checked="" type="checkbox"/> \$1,000 Comp Ded	57UUNUP6343	07/18/10	07/18/11	COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)	\$ 1,000,000  \$  \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT  OTHER THAN AUTO ONLY: EA ACC AGG	\$  \$ \$
D			EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	EBU047729242	07/18/10	07/18/11	EACH OCCURRENCE AGGREGATE	\$ 1,000,000 \$ 1,000,000 \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Y/N OTHER	WC 9829422-00	11/01/10	11/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project Title: County of Santa Barbara Public Health Clinic, 345 Camino Del Remedio, Santa Barbara, CA 93110. County of Santa Barbara & Contractor are named as additional insureds per attached endorsement. Coverage is primary and non-contributory. Waiver of subrogation applies to GL. \*10 day cancellation notice applies for non-payment of premium. (E,P,W)

### CERTIFICATE HOLDER

### CANCELLATION

COFSANT

County of Santa Barbara  
 Attn: Richard Whirly  
 105 E. Anapamu St., Ste. 108  
 Santa Barbara CA 93101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## ENDORSEMENT – BLANKET ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The coverage provided by this endorsement is subject to the provisions applicable to the Commercial General Liability Coverage Form, except as provided below:

A. Item 2, of SECTION II – WHO IS AN INSURED is amended to include the following as an additional insured:

e. Any person or organization for whom you are performing operations if:

(1) The addition of the person or organization as an additional insured is required by the terms of a written contract:

(a) That is in effect, or that will go into effect during the term of the policy; and

(b) Whose execution precedes an "occurrence" of "bodily injury", "property damage", or "personal and advertising injury"; or

(2) The addition of the person or organization as an additional insured is required by an oral agreement or contract:

(a) That is in effect, or that will go into effect during the term of the policy; and

(b) Whose execution precedes an "occurrence" of "bodily injury", "property damage", or "personal and advertising injury"; and

a certificate of insurance showing that person or organization as an additional insured has been issued.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part by your acts or omissions, or acts or omissions of others acting on your behalf:

i. In or at premises owned by, occupied by, leased to, or rented to you; or

ii. In the performance of "your work", your ongoing operations; or

iii. In "your work" performed for that additional insured included in the "products-completed operations hazard".

B. With respect to coverage provided by this endorsement, SECTION III – LIMITS OF INSURANCE is amended by the addition of the following:

Coverage under this endorsement is subject to the applicable limit(s) of insurance shown in the Declarations. The attachment of this endorsement to the policy does not increase the applicable limit(s) of insurance.

C. The following exclusion is added to item 2, under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE C MEDICAL PAYMENTS:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering or failure to render any professional services including:

(1) The preparation, approval, or failure to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or

(2) Supervisory, inspection, architectural, or engineering services.

Professional services include any of the items specified in paragraphs (1) and (2) above, if you are acting

## ENDORSEMENT – BLANKET ADDITIONAL INSURED

in the capacity of architect, engineer, or surveyor.

Professional services do not include services within construction means, methods, techniques, sequences, and procedures employed by you in connection with your operations in your capacity as a construction contractor.

D. Item 4, b, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by the addition of the following:

- (3) Any other valid and collectible insurance available to the Additional Insured, whether primary, excess, contingent, or on any other basis unless a written contract, executed prior to the date of loss, specifically requires that this insurance be primary or primary and non-contributory.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.



POLICY NUMBER JMS0000369-01

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

NAMED INSURED: Republic Elevator Company

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**APPLICABLE ONLY TO ANY PERSON OR ORGANIZATION WHERE THERE IS A WRITTEN CONTRACT/AGREEMENT IN EFFECT.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

County of Santa Barbara  
Building # J02014 Elevator Reactivation and Modernization Project  
345 Camino Del Remedio Rd, Santa Barbara, Ca. 93110



Project No. J02014

**MANDATORY JOB WALK:**

**April 5<sup>th</sup>, 2011  
10:00 A.M.**

**BID SUBMISSION DEADLINE:**

**May 25<sup>th</sup>, 2011  
3:00 P.M.**

**BID SUBMISSION LOCATION:**

**County of Santa Barbara  
General Services Department  
Facilities Services Division  
1105 Santa Barbara Street, 2<sup>nd</sup> Floor  
Santa Barbara, California 93101**

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## **BIDDING DOCUMENTS:**

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Exhibit A- Federal Requirements  
Exhibit B- Federal Labor Standards  
Exhibit C- D/MBE/WBE Section 3 Guidelines  
Exhibit D- Federal Wage Decisions  
Exhibit E – Section 3 Form A

## **SPECIFICATIONS**

By: Nick Escamilla, Scott Elevator Consultants  
Dated: 4/1/2010  
Sheets: 1-46

# **BIDDING DOCUMENTS**

## NOTICE TO BIDDERS

Notice is hereby given that the General Services Department, County of Santa Barbara will receive bids for:

COUNTY OF SANTA BARBARA  
Building # J02014 Elevator Reactivation and Modernization Project  
345 Camino Del Remedio RD, Santa Barbara, Ca.93110

MANDATORY JOB WALK: 10:00 A.M. April 5<sup>th</sup> 2011

BID AWARD DATE: 3:00 P.M., May 25<sup>th</sup>, 2011

This project is to be funded by the Community Development Block Grant (CDBG) program, having Catalog of Federal Domestic Assistance Number of 14.218.

**LABOR STANDARDS:** Bidders are hereby notified that that all work performed under this agreement is subject to the Davis-Bacon Federal minimum wage rates and prevailing wage rates pursuant to the California Labor Code. Pursuant to Section 110 of the Housing and Community Development Act of 1974 and Section 1770, et. seq. of the California Labor Code, the contractor and all subcontractors shall not pay less than the prevailing rate of per diem wages as predetermined by the United States Secretary of Labor and by the Director of the California Department of Industrial Relations. If there is a difference between the Federal Minimum Wages and the General Prevailing Wage Determinations as predetermined by the Secretary of Labor and by the Director of the California Department of Industrial Relations for similar classifications of labor, the contractor shall pay not less than the higher wage rate. The applicable Davis-Bacon Federal wage decisions are included in the bid documents. Copies of the prevailing rate of per diem wages pursuant to the California Labor Code are on file at the County Department of General Services and are available to any interested party on request.

**AFFIRMATIVE ACTION:** The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development and subject to 24 CFR 85.36(e). The County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority- and women-owned and operated businesses are encouraged to apply.

**SECTION 3:** The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

**CONSTRUCTION COST ESTIMATE: \$235,000.00**

**PROJECT LOCATION:** 345 Camino Del Remedio Rd. Santa Barbara, Ca. 93110

**MANDATORY JOB WALK:** There will be a MANDATORY job walk on April 5<sup>th</sup>, 2011 at 10:00 AM.  
**Only those prime contractors attending the job walk shall be qualified to bid the work.**

**PROJECT DESCRIPTION:** Winning bidder to provide labor and materials as specified in the bid document to reactivate the buildings mothballed elevator and to modernize the active elevator installing a new duplex control system for both elevator cars.

**CONTRACTOR'S LICENSE:** The CONTRACTOR shall possess a Specialty Class C11 at the time this Contract is awarded. Any Sub-Contractor listed in a bid submitted by a Prime Contractor must have the correct license for their trade issued by the state of California and any manufacturer's certifications specific to this bid at the time of the bid opening.

**QUESTIONS:** All contractual questions should be addressed to the Project Manager; Richard Whirty, General Services, (805) 568-3086 or [rwhirty@co.santa-barbara.ca.us](mailto:rwhirty@co.santa-barbara.ca.us)  
Technical questions should be addressed to Nick Escamilla at Scott Elevator Consultants, (800) 977-7268 or [Nick@scottelevator.com](mailto:Nick@scottelevator.com)

**BID DOCUMENTS:** Please request plans, specifications, and proposal forms for bidding this project from Richard Whirty, at (805) 568-3086 or [rwhirty@co.santa-barbara.ca.us](mailto:rwhirty@co.santa-barbara.ca.us)

**BID SUBMITTAL INSTRUCTIONS:** Each bid shall be in accordance with the plans and specifications dated 4/15/2010 approved by the General Services Department. The bid shall be sealed and delivered to the General Services Department, Facilities Services office at 1105 Santa Barbara St., Courthouse East Wing, 2nd Floor, Santa Barbara, California 93101, on or before **3:00 P.M., May 25th, 2011**, at which time the lowest responsive bid will be awarded. The Official Time will be determined by the Facilities Services Bid Clock, located at the address indicated above.

**BID SELECTION:** The COUNTY reserves the right to select any one or any combination of bids, whichever is in the best interest of the COUNTY.

**CONSTRUCTION TIME:** The successful CONTRACTOR (after receiving the Purchase Order) shall have 180 calendar days to complete all work called for under the Contract Documents.

**LIQUIDATED DAMAGES:** The liquidated damages will be \$500.00 Dollars per day for project delays that are determined to be attributable to the CONTRACTOR.

**ASBESTOS REMEDIATION:** Any Asbestos containing insulation material found to be removed as part of the project will be handled directly by the County. CONTRACTOR will not handle or remove any suspected asbestos bearing material without the consent of the County.

**BID FORM**

1. Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the construction of:

COUNTY OF SANTA BARBARA  
Building # J02014 Elevator Re-commission and Modernization Project  
345 Camino Del Remedio Rd., Santa Barbara, Ca.93110

Bid Date: May 25<sup>th</sup>, 2010 at 3:00 PM.

Including Addendum No(s). \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, \_\_, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total sum of:

**BASE BID: Contractor to supply labor and materials as described in the specifications to re-commission the mothballed elevator in the building and modernize the active elevator including installation of a new duplexed control system.**

2. LUMP SUM BASE BID

\$ 

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2	4	9
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8	7	0
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0	0
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(Place figures in appropriate boxes.)

3. It is understood that County reserves the right to reject the proposal and that it shall remain open and not be withdrawn for a period of thirty (30) calendar days from the date prescribed for its opening.
4. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned and in the performance of the Work.
5. The work under the contract shall be commenced by the undersigned bidder on the date stated in COUNTY'S Purchase Order and shall be completed within 150 calendar days after a start date is given by the Contractor.
6. The bid, contract or other submittal of the CONTRACTOR identified below in connection with the foregoing project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; and that the bid is genuine, and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder or to fix any

overhead, profit or cost element of such bid price or of that of any other bidder or to secure any advantage against the COUNTY of Santa Barbara of anyone interested in the proposed contract; or all statements contained in this proposal are true; and that the undersigned bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, Bid Depository or to any member or agent thereof to effectuate a collusive or sham bid. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy existing between any such unit prices and totals so given, the unit prices shall prevail.
8. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every CONTRACTOR will be required to secure the payment of compensation of his or her employees. Each CONTRACTOR to whom a public works contract is awarded shall sign the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
10. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

**CONTRACTOR**

Republic Elevator Company  
Company

IRS No.: 77-0001470


77 S. Fairview Avenue  
Street Address

License Classification(s): C11

Goleta, CA 93117  
City

Phone Number: 805-683-6302

BY:

  
Signature

William J. Adrian V.P. General Mgr  
Printed Name, Title



**DESIGNATION OF SUBCONTRACTORS**

The bidder agrees if this proposal is accepted, that he will contract with the County of Santa Barbara to do all work and furnish all labor, materials, machinery, tools and apparatus necessary to completely perform said Contracts in the manner and time prescribed by said Contract.

COUNTY OF SANTA BARBARA  
Building # J02014 Elevator Re-commission and Modernization Project  
345 Camino Del Remedio Rd., Santa Barbara, Ca.93110

Bid Date: 3:00 P.M., April 15<sup>th</sup>, 2010

In compliance with the provisions of Section 4100-4107 of the Public Contract Code of the State of California, and any amendments, thereof, the undersigned bidder has set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent of the undersigned's total aggregate bid shall be listed.

DIVISION OF WORK                      SUBCONTRACTOR                      LIC NO.                      LOCATION

*NONE*    *N/A*

COMPANY: *Republic Elevator Co.* BY:

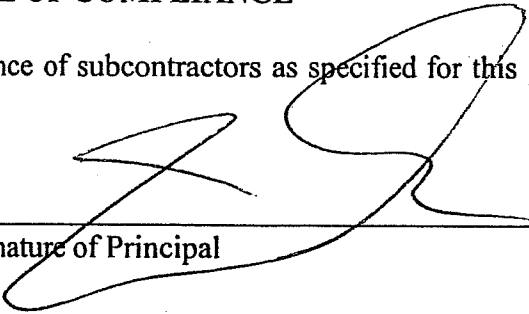
*[Handwritten Signature]*  
Bidder's Signature

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

**CERTIFICATE OF COMPLIANCE**

This is to certify that all requirements for insurance of subcontractors as specified for this project will be met.

May 20, 2011  
Dated



---

Signature of Principal

Jeffrey N. Dell / President  
Printed Name, Title of Principal

Republic Elevator Company  
Company

77 S. Fairview Avenue  
Address

Goleta, CA 93117  
City, State & Zip

**BIDDER'S STATEMENTS**

**REGARDING INSURANCE COVERAGE:**

Bidder hereby certifies that he has reviewed the insurance coverage requirements specified in the Contract Specifications. Should he be awarded the contract for the work, Bidder further certifies that he can meet all the Contract Specification requirements for insurance including insurance coverage of his subcontractors.

**REGARDING PUBLIC CONTRACT CODE SECTION 10232:**

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

**REGARDING PUBLIC CONTRACT CODE SECTION 10162:**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

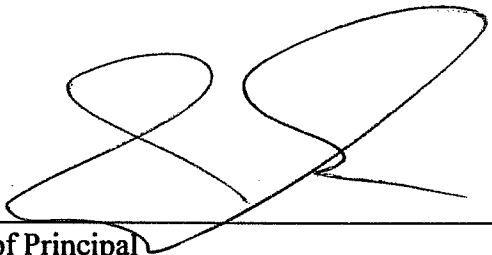
Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project because of a violation of law or safety regulation?

Yes     

No   X  

(If the answer is yes, explain the circumstances on a separate sheet of paper and attach to proposal)

May 20, 2011  
Dated

  
\_\_\_\_\_  
Signature of Principal

Jeffrey N. Dell / President  
Printed Name, Title of Principal

Republic Elevator Company  
Company

77 S. Fairview Avenue  
Address

Goleta, CA 93117  
City, State & Zip

ANTI-FRAUD CERTIFICATION


COUNTY OF SANTA BARBARA  
Building # J02014 Elevator Re-commission and Modernization Project  
345 Camino Del Remedio Rd., Santa Barbara, Ca.93110

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder has \_\_, has not X, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.**

May 20, 2011  
Dated

  
\_\_\_\_\_  
Signature of Principal

Jeffrey N. Dell  
\_\_\_\_\_  
Printed Name, Title of Principal

Republic Elevator Company  
\_\_\_\_\_  
Company

77 S. Fairview Avenue  
\_\_\_\_\_  
Address

Goleta, CA 93117  
\_\_\_\_\_  
City,



**CERTIFICATE OF INSURANCE  
TRANSMITTAL FORM**

FOR THE FOLLOWING DESCRIBED PROJECT:

**COUNTY OF SANTA BARBARA**  
Building # J02014 Elevator Re-Commission and Modernization Project  
345 Camino Del Remedio Rd., Santa Barbara, Ca.93110

CONTRACTOR:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip Code

The successful bidder shall furnish satisfactory proof of the maintenance of adequate Worker's Compensation Insurance, and the maintenance of Comprehensive General and Automobile Liability Insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The County of Santa Barbara (COUNTY), its officers, employees, and agents shall be named as additional insured on all certificates. A copy of the endorsement evidencing that the County has been added to the policy must be attached to the certificate of insurance. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage. Refer to section 5.18 of the General Conditions.

In addition to the above, the following information must appear on the certificates:

**COUNTY OF SANTA BARBARA**  
Building # J02014 Elevator Re-Commission and Modernization Project  
345 Camino Del Remedio Rd., Santa Barbara, Ca.93110

This form must be attached to all insurance forms sent to the County of Santa Barbara, General Services Department:

\_\_\_\_\_  
Authorized Insurance Company Representative's Signature

*This form may be reproduced as required.*

**COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE**

**Section 2-95. Prohibition of unlawful discrimination in employment practices.** The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any

employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental handicap when otherwise qualified, Vietnam war veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witness, and have the opportunity to cross-examine witnesses produced by the COUNTY. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or agreement if any of the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, COUNTY shall pay all costs and expense of such hearing, including reasonable attorney's fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorney's fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses, and attorney's fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse COUNTY for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits, and all other forms of compensation selection for training and apprenticeship and probationary periods.

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisor of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the COUNTY. All persons contracting with or who have contracts for goods or services with the COUNTY shall be notified that this chapter applied to their contract or agreement with the COUNTY (Ordinance No. 2946, SS1; Ordinance No. 2993, SS1; and Ordinance No. 3018, SS1). Section 2-95.5, Exceptions. Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

Section 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules, or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the COUNTY may forthwith terminate this order." (Ordinance No. 2946, SS 1)

Section 2-97. Affirmative action officer. At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, COUNTY counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the Board of Supervisors of the COUNTY, together with all damages, costs, and expense related thereto and incurred by COUNTY, for appropriate action by the Board of Supervisors in accord with the intent and purposes of this article and of the affirmative action program of the COUNTY (Ordinance No. 2946, SS 1).

## **EXHIBIT "A" to Project No. J02014 Bidding Documents**

### **FEDERAL TERMS AND CONDITIONS**

This Project is being assisted by the United States of America through the Community Development Block Grant program, having Catalog of Federal Domestic Assistance Number of 14.218. The following Federal provisions must be included into the contract pursuant to the provisions applicable to such Federal assistance. During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

#### **A. Equal Opportunity**

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

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County of Santa Barbara setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for



further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to

secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)**

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

**C. Section 3 Clause in accordance with Federal Regulatory Requirements under 24 CFR 135.38**

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**D. Compliance with Federal Labor Standard Provisions**

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions, including but not limited to Davis-Bacon Act, Copeland "Anti-Kickback" Act, and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, attached hereto as **Exhibit B to Project No. J02014 Bidding Documents** and incorporated by this reference.

**E. Compliance with Clean Air Act and Clean Water Act**

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).

**F. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)**

Contractor shall comply with the 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 (Pub. L. 94-163, 89 Stat. 871).

**G. Standard of Conduct/Conflict of Interest and Lobbying**

No member, officer or employee of the Contractor or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program activities assisted under this contract.

By entering into this contract, the Contractor certifies:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other Federal disclosure forms as requested.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**H. Access to Records**

The County and HUD, or any of their Duly authorized representatives shall have access to any books, documents, papers and records of contractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

**I. Requirements Pertaining to Data and Design**

All data, design and engineering work created under this Agreement shall be owned by County and shall not be subject to any copyright protection. The right to any invention which is developed in the course of this Agreement shall be the property of the County.

**Exhibit "E" to Project # J02014 Bidding Documents**

**SECTION 3 FORM: A**

**COUNTY OF SANTA BARBARA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

**SECTION 3: ESTIMATED WORK FORCE BREAKDOWN**

*To be completed by contractors during the bidding process.*

1. Contractor Name and Address: Republic Elevator Co. 77 S. Fairview Ave. Goleta, CA 93117		2. County HCD Contract No.	3. Dollar Amount of Contract \$ 249,870.00
		4. Contact Person: William J. Adrian	5. Phone: (include area code) 805-683-6302
		6. Reporting Period:	7. Date Report Submitted:
9. Project Name J02014			10. HUD No.:
11. Person Completing Form: (if different from 4 above) Petra J. Malang-Gammons			12. Phone: (if different from 5 above)

**Employment and Training**

Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions not Occupied	Number of Positions to be filled with Section 3 Residents*
Professionals				
Technicians				
Office/Clerical	1	1	0	0
Construction by Trade (List)				
Trade: Elevator Constr.	6	6	0	0
Trade				
Trade				
Trade				
Trade				
Other (List)				

**\*Section 3 Resident:** Public housing resident or resident of Santa Barbara County (preferably, but not necessarily, of the immediate or extended area served by the HUD funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size.

## EXHIBIT "B" to Project No. J02014 Bidding Documents

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

#### Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an

authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found



under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for

the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12. **8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration

transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

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

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

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.**

**(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.**

**(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions**

## EXHIBIT "C" to Project No. J02014 Bidding Documents

### D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.

1. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
2. The items of work for which the bidder requested sub bids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
3. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
4. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub bids.
5. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for Santa Barbara County, Cal Trans – Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

### Section 3 Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Section 3 requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for Section 3 business concern participation for this project was placed by the bidder.
2. The names and dates of notices of all certified Section 3 business concerns solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the Section 3 business concerns were interested.

3. The items of work for which the bidder requested sub bids or materials to be supplied by Section 3 business concerns, the information furnished interested Section 3 business concerns in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate Section 3 business concerns participation. Where there are Section 3 business concerns available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for Section 3 business concerns to bid on.
4. The names of Section 3 business concerns who submitted bids for any of the work indicated in (9) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the Section 3 business concern bid was price, give the price bid by the rejected Section 3 business concern and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to Section 3 business concern identified in (10) above to remedy the deficiency in their sub bids.

### Section 3 Definitions

#### Section 3 covered project:

Projects funded with more than \$200,000 in HUD funds are "Section 3 covered projects". Any contractors with which are contracted for more than \$100,000 on these projects, and any subcontractors with which those contractors contract for more than \$100,000 on these projects, are required to report on all contracts they make both with Section 3 business concerns and with businesses that are not Section 3 business concerns.

#### Section 3 resident:

A Section 3 resident is a Public housing resident or resident of Santa Barbara County (preferably, but not necessarily, of the immediate or extended area served by the HUD funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size. Table B-1 states income limits set by HUD for the Santa Barbara region.

Table B-1

HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SANTA BARBARA COUNTY								
Effective for Fiscal Year 2010								
The Following are lower income limits adjusted for family size.								
INCOME	Family Size							
	1	2	3	4	5	6	7	8
Lower Income (80% of MFI)	\$41,450	\$47,400	\$53,300	\$59,200	\$63,950	\$68,700	\$73,450	\$78,150

**Section 3 Business Concern:**

Section 3 business concerns are businesses that can provide evidence that they meet one of the following:

1. That is 51 percent or more owned by Section 3 residents; or
2. Whose permanent full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or who are within 3 years of the date of first employment with the business were Section 3 residents;  
or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet qualifications set forth in conditions (1) or (2) of this paragraph.



**EXHIBIT "D" to Project No. J02014 Bidding Documents**

General Decision Number: CA100023 02/18/2011 CA23

Superseded General Decision Number: CA20080023

State: California

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

County: Santa Barbara County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling), AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/02/2010
3	04/16/2010
4	06/11/2010
5	07/02/2010
6	07/23/2010
7	08/13/2010
8	08/27/2010
9	09/03/2010
10	09/10/2010
11	12/03/2010
12	01/14/2011
13	02/18/2011

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.70	8.65

	Rates	Fringes
BOILERMAKER.....	\$ 40.22	22.26

BRCA0004-003 05/01/2010

	Rates	Fringes
Bricklayer; Marble Setter.....	\$ 34.85	10.95

BRCA0018-008 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88

BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

BRCA0018-011 08/01/2009

	Rates	Fringes
TILE LAYER.....	\$ 30.04	10.84

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional. Certified Welder - \$1.00 per hour premium.

CARP0409-002 07/01/2008

Rates	Fringes
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Diver

(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

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CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

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CARP0409-008 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

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ELEC0011-002 11/29/2010

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	10.85
Technician.....	\$ 29.05	10.90

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

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ELEC0413-001 01/01/2011

	Rates	Fringes
Electricians:.....	\$ 38.29	3%+16.00

CABLE SPLICERS: \$2.00 additional per hour.

ALL WORK AT VANDENBERG AFB: \$3.75 additional per hour.

FOOTNOTE: Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun's chairs, stacks, or the maintenance of towers or open platforms where the worker is subject to a direct fall or where the worker has to work

from a ladder or other support from a platform within 5 ft. of any direct fall a distance of 50 ft. from the ground floor or supporting structure: double the regular straight-time rate of pay. Safety nets, if used, will not invalidate this.

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 ELEC1245-001 06/01/2010

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 46.14	13.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 36.85	12.36
(3) Groundman.....	\$ 28.19	12.10
(4) Powderman.....	\$ 41.20	12.53

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

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 ELEV0018-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.33	20.035

FOOTNOTE:

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

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 ENGI0012-003 01/01/2011

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 36.83	18.72
GROUP 2.....	\$ 37.61	18.72
GROUP 3.....	\$ 37.90	18.72
GROUP 4.....	\$ 39.39	18.72
GROUP 5.....	\$ 40.49	18.72
GROUP 6.....	\$ 39.61	18.72
GROUP 7.....	\$ 40.71	18.72
GROUP 8.....	\$ 39.72	18.72
GROUP 9.....	\$ 40.82	18.72
GROUP 10.....	\$ 39.84	18.72
GROUP 11.....	\$ 40.94	18.72
GROUP 12.....	\$ 40.01	18.72
GROUP 13.....	\$ 40.11	18.72
GROUP 14.....	\$ 40.14	18.72
GROUP 15.....	\$ 40.22	18.72
GROUP 16.....	\$ 40.34	18.72
GROUP 17.....	\$ 40.51	18.72
GROUP 18.....	\$ 40.61	18.72
GROUP 19.....	\$ 40.72	18.72
GROUP 20.....	\$ 40.84	18.72
GROUP 21.....	\$ 41.01	18.72
GROUP 22.....	\$ 41.11	18.72

GROUP 23.....	\$ 41.22	18.72
GROUP 24.....	\$ 41.34	18.72
GROUP 25.....	\$ 41.51	18.72
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.18	18.72
GROUP 2.....	\$ 38.96	18.72
GROUP 3.....	\$ 39.25	18.72
GROUP 4.....	\$ 39.39	18.72
GROUP 5.....	\$ 39.61	18.72
GROUP 6.....	\$ 39.72	18.72
GROUP 7.....	\$ 39.84	18.72
GROUP 8.....	\$ 40.01	18.72
GROUP 9.....	\$ 40.18	18.72
GROUP 10.....	\$ 41.18	18.72
GROUP 11.....	\$ 42.18	18.72
GROUP 12.....	\$ 43.18	18.72
GROUP 13.....	\$ 44.18	18.72
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 38.68	18.72
GROUP 2.....	\$ 39.46	18.72
GROUP 3.....	\$ 39.75	18.72
GROUP 4.....	\$ 39.89	18.72
GROUP 5.....	\$ 40.11	18.72
GROUP 6.....	\$ 40.22	18.72
GROUP 7.....	\$ 40.34	18.72

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or

similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing

machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

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

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

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

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating

a second piece of equipment: \$1.00 per hour additional);  
Wheel excavator operator (over 750 cu. yds.)

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

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

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

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

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

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

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

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

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

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engines, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

(over 100 tons up to and including 200 tons mrc)

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

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of

T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County,

until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

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 IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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 LABO0300-001 09/01/2010

Rates	Fringes
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Brick Tender.....\$ 27.17 14.72

LABO0300-003 07/01/2010

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	17.37
GROUP 2.....	\$ 29.09	17.37
GROUP 3.....	\$ 25.55	17.37
LABORER (TUNNEL)		
GROUP 1.....	\$ 31.24	14.98
GROUP 2.....	\$ 31.56	14.98
GROUP 3.....	\$ 32.02	14.98
GROUP 4.....	\$ 32.71	14.98
LABORER		
GROUP 1.....	\$ 26.33	14.75
GROUP 2.....	\$ 26.88	14.75
GROUP 3.....	\$ 27.43	14.75
GROUP 4.....	\$ 28.98	14.75
GROUP 5.....	\$ 29.33	14.75

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

LABORER CLASSIFICATIONS

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

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power

broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

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

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

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

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic

tools (except driller)

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0300-008 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER.....	\$ 26.65	14.70
PLASTER TENDER.....	\$ 29.20	14.70

Work at Military Bases - \$3.00 additional per hour:  
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	14.25

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

LABO1184-001 07/01/2010

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 27.05	11.65
(2) Vehicle Operator/Hauler.	\$ 27.22	11.65
(3) Horizontal Directional Drill Operator.....	\$ 29.07	11.65
(4) Electronic Tracking Locator.....	\$ 31.07	11.65
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56

GROUP 3.....	\$ 31.81	14.56
GROUP 4.....	\$ 33.55	14.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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PAIN0036-002 01/01/2011

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 27.39	10.08
(2) Repaint.....	\$ 23.10	10.08
(3) Iron & Steel.....	\$ 29.32	10.08
(4) High Iron & Steel.....	\$ 31.32	10.08
(5) All Other Work.....	\$ 29.32	9.68

REPAINT:

Repaint of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities, tenant improvement work not included in conjunction with the construction of the building and all repainting of tenant improvement projects.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

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PAIN0036-008 01/06/2010



	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.22	12.19
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PAIN0036-015 01/01/2011		

	Rates	Fringes
GLAZIER.....	\$ 36.90	21.78
FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up		
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PAIN1247-002 01/01/2010		

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	10.54
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PLAS0200-006 08/04/2010		

	Rates	Fringes
PLASTERER.....	\$ 30.21	14.23
VANDENBURG AFB: \$3.00 additional per hour.		
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PLAS0500-002 07/01/2010		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.50	19.85
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PLUM0016-004 07/01/2010		

	Rates	Fringes
PLUMBER/PIPEFITTER		
(1) Work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 30.32	14.98
(2) Work on new additions and remodeling of bars, restaurants, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 37.74	16.66
(3) All other work.....	\$ 38.92	17.64
(4) Vandenburg Air Force Base.....	\$ 43.42	17.64
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PLUM0345-001 07/01/2010		

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 27.35	14.59
Sewer & Storm Drain Work....	\$ 26.43	16.47
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ROOF0036-002 08/01/2010		

	Rates	Fringes
ROOFER.....	\$ 34.65	9.07

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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 SFCA0669-007 04/01/2010

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.60

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 \* SHEE0273-002 02/01/2011

	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.75	16.94

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

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 TEAM0011-002 07/01/2008

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.44	18.24
GROUP 2.....	\$ 26.59	18.24
GROUP 3.....	\$ 26.72	18.24
GROUP 4.....	\$ 26.91	18.24
GROUP 5.....	\$ 26.94	18.24
GROUP 6.....	\$ 26.97	18.24
GROUP 7.....	\$ 27.22	18.24
GROUP 8.....	\$ 27.47	18.24
GROUP 9.....	\$ 27.67	18.24
GROUP 10.....	\$ 27.97	18.24
GROUP 11.....	\$ 28.47	18.24
GROUP 12.....	\$ 28.90	18.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and

utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work;  
Slurry truck driver

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

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

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

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

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

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

GROUP 12: Boom Truck 17K and above

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# **Project Specifications**

GENERAL SCOPE OF WORK  
PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Drawings and General Provisions, including General and Supplementary Conditions that apply to this Section.
- B. Instructions to Bidders, Bid Submission Form, Amendments, and Attachments thereto.

1.2 SUMMARY

A. General:

It is the intent of this Specification to provide for modernization of devices and components listed herein in a first-class workmanlike manner as described below.

Type	Westinghouse Geared Traction
# of Elevators	2
Capacity	4000 lbs.
Speed	200 FPM
Operation	Duplex
Landings	Three Front Openings
Door Operation	Two-Speed Side-Slide

Contractor shall furnish all labor, materials, equipment, procedures, and services necessary to accomplish such an installation. Equipment and materials shall be on-site prior to commencement of modernization

This Specification is not intended to list every detail necessary to accomplish this means of installation, however, Contractor shall perform duties accordingly, omitting duties only as specifically mentioned herein.

B. Sequence and Schedule:

1. Sequence:

Contractor shall develop a work sequence of completion dates.

2. Schedule:

Contractor shall present to Owner and Consultant a schedule for approval prior to start of project.

C. Related Work Furnished by Contractor:

Temporary Wire Screen:

Throughout height of hoist way providing separation between elevator in operation and adjacent elevator being modernized.

1. Barricades:

Provide at hoistway entrances to separate work area from occupied spaces.

2. Cutting and Patching:

All Floors, Walls, and Ceilings

3. Car Weight:

- a. Car Weight currently stamped on Car Crosshead Data Plate indicates 5,900 pounds.
- b. New enclosure shall be constructed of materials not to exceed maximum weight allowed by ASME A17.1.
- c. Contractor is responsible for weighing car (minimum one (1) car per group) and verifying accuracy of Data Plate information and any rebalancing of car that may be required.
- d. Weights shall be added or subtracted to compensate for Car Weight and a minimum forty percent (40%) of Rated Capacity.

4. Full Load Test:

Contractor shall provide this test. Contractor shall exercise caution and care while performing repair and test, but shall not be responsible for damage done to building and/or equipment while performing test.

D. Related Work Furnished by Owner:

1. Hoistway and Pit:

Any necessary construction to provide legal hoistway and pit of code-compliant dimensions, framing, and enclosures. Pit shall comply with all requirements of ASME A17.1 Rule 106.1.

2. Machine Room Environment:

Any necessary construction to provide a legal machine room adequate to accommodate elevator equipment including floors, gratings, foundations, and ventilation. Ventilation shall be by method (natural or mechanical) to achieve temperatures between sixty degrees F. (60° F.) and ninety degrees F. (90° F.), with a relative humidity of not greater than ninety-five percent (95%) non-condensing or as specified by the Elevator Equipment Manufacturer.

3. Access Doors:

Any necessary construction required to provide for legal ingress and egress to machine room, hoistway, and pit.

4. Refinishing and Painting:

All Floors, Walls, Ceilings.

5. Asbestos:

Asbestos Abatement (If Applicable)

6. Hoistway Edges:

Any and all edges in hoistway that extend into or that are recessed two inches (2") or more shall be beveled seventy-five degrees (75°) from the horizontal. Divider beams are exempt.

7. Electrical Conditions:

- a. Single-Phase Power Feeder, through Individual Lockable Disconnect Switch, to each Controller for Lights and Fan.
- b. Dedicated Three-Phase Mainline Copper Power Feeders, with Individually Lockable Disconnect Switch, to Controller Terminals.
- c. Lights, Light Switches, and GFCI Convenience Outlets in Pits, Overhead Machinery Spaces, and Machine Room.
- d. Life Safety Circuit and Telephone Circuit to terminate at Junction Box at each Controller.
- e. Smoke Detector in Elevator Machine Room.
- f. Smoke or Heat Detector Signal Initiation must be provided by Building Fire Life Safety System.
- g. Smoke Detector in Elevator Hoistway to be installed in a manner that makes it accessible to maintenance personnel from outside of hoistway, only if sprinklers are located inside the hoistways.
- h. Earth Ground to facilitate proper Earth Grounding of Contractor's equipment.

8. Emergency Power Existing System:

Owner shall provide necessary changes to existing building motor generator to provide compatibility with current requirements of new elevator system. These changes include, but are not limited to, transfer switches, timers, regulators, voltages, and cycles.

9. Fire Extinguisher:

A Class ABC Fire Extinguisher shall be provided and wall mounted adjacent to machine room access door.

### 1.3 DEFINITIONS

A. General:

Within this document, words written in singular form shall include plural form whenever applicable.

1. Contractor:

\_\_\_\_\_ Company contracted by Owner to modernize/install and maintain elevator equipment as described herein.

2. Owner:

Person or company holding title to property in which work specified herein is to be performed. Owner may consist of an Appointee or Representative of Owner.

3. Retain and Reuse:



Maintain component as is, clean component, lubricate if needed. All retained equipment must be checked for quality and, if found to be below standards, shall be repaired or replaced by Contractor at no additional cost to Owner. At Contractor's discretion and with Owner's approval, a retained device or component may be Provided with New, of equal or better quality, at no additional cost to Owner.

4. Retain and Refurbish:

Modification of a device or component in its entirety so that, when completed, will basically be as original in design and functionality and comply with applicable code requirements.

5. Provide with New:

Installation of a new device not currently installed.

6. Approved Satisfactory and Acceptable To:

- a. Authority having Jurisdiction
- b. Owner
- c. Owner's Representative

7. Certified:

Certification by Testing Agency, Registered Engineer, or Manufacturer that a device or an assembly conforms to applicable code requirements.

8. Shall, Should, Must:

\_\_\_\_\_ Indicates Mandatory Requirement.

9. Can or May:

\_\_\_\_\_ Indicates Permission, not a Mandatory Requirement.

## 1.4 SUBMITTALS

A. Pre-Equipment Fabrication:

After Award of Contract and before fabrication of equipment, Contractor shall submit for approval to Owner, three (3) sets each of the following: No material shall be delivered until Contractor has obtained written approval from Owner of shop drawings and other data listed below.

1. Product Data:

Manufacturer's Descriptive Literature and Specifications.

2. Shop Drawings:

Car Enclosure Details, Signals, Fixtures

3. Samples:

Samples of all Products/Finishes when required

## 1.5 CLOSE-OUT SUBMITTALS

- A. After completion of work and prior to Final Acceptance, submit the following. Final payment will not be made until all are received.

1. Maintenance Manual:

Three (3) bound manuals with complete instructions on maintenance of system, schedule of required maintenance, and information on lubrication points and grade of lubricants.

2. Operating Manual:

Three (3) bound manuals instructing on the proper use, function, and operation of equipment

3. As-Built Wiring and Straight-line Diagrams:

- a. Three (3) laminated As-Built Wiring and Straight-Line Diagrams, specific to this project, showing electrical connections, directions, and sequence of operation of devices connected with the elevators.
- b. Any circuit changes, upgrades, or modifications to system shall be updated on these wiring diagrams.

4. Parts Catalogs:

List of all parts with Part Numbers.

5. Maintenance/Diagnostic Tool:

- a. Contractor shall provide one (1) device (hand-held electronic terminal or laptop computer with associated software, firmware, cables, associated apparatus, and manuals) necessary for adjusting, troubleshooting, testing, and servicing elevator equipment. This device shall be provided to Owner upon completion of the first elevator and shall be for the exclusive use of the Owner at location. Device provided shall be fully compatible with existing equipment of same model in the Owner's facility. As part of the Final acceptance, the tool shall be demonstrated to operate completely and to be fully functional.
- b. Contractor shall provide any and all information, printed material, and/or publications pertaining to the provided elevator equipment that updates or recommends any changes to or operational problems of the equipment. Provide to Owner for a period of thirty (30) years. This shall include any and all information that is provided to the Contractor's branch offices, service representatives, mechanics, or factories.
- c. Contractor shall re-program and/or re-charge the service tool at any time for no additional cost for a period of thirty (30) years.

6. Inspection and Acceptance Certifications and Operating Permits: Provide Owner with all required Inspection Certifications and Operating Permits as required per Code.

7. Elevator Keys:  
Three (3) sets, tagged with identification.

## 1.6 QUALITY ASSURANCE

- A. Any Contractor seeking approval from Owner and Elevator Consultant must show evidence of not less than three (3) years of successful experience providing elevator maintenance and the installation of similar elevator work (references required), maintain an adequate stock of replacement parts, and employ competent personnel with the ability to respond to trouble-call time requirements as set forth in a maintenance contract.
- B. Code Requirements:
1. Contractor shall abide by all existing laws, codes, rules, and regulations set forth by all governmental units and regulatory authorities having competent jurisdiction over Contractor and/or work performed by Contractor.
  2. Work shall be performed in accordance with the latest edition, including amendments, revisions, and/or changes. Where requirements conflict with this Specification, adhere to the more stringent requirement.
    - a. ANSI/ASME A17.1, A17.2, A17.3
    - b. California Administrative Code (C.A.C.): Title 8 Group 4 including Adopted Section of ANSI, A.17.1 – 2004 and CCR Title 24.
    - c. ANSI/NFPA 72 – National Electric Code®
    - d. International Building Code (I.B.C.) or California Building Code (C.B.C.)
    - e. Americans with Disabilities Act (ADA)
    - f. California Senate Bill No. 986 – All Provisions Mandated
    - g. CBC Section 1116B.1 Elevator Accessibility
- C. Accessibility Requirements:

Elevator equipment being provided shall be designed to conform to applicable ADA and Handicap Regulations. These features shall include, but not be limited to:

1. Emergency Communications:
  - a. Hands-Free
  - b. Voice-Free
  - c. Handicap Height
  - d. Visual Signals and Braille Symbols
2. Elevator Car Controls – Car Pushbuttons:
  - a. Mechanical
  - b. ¾" Diameter (Minimum)
  - c. Raised 1/8" Square-Shouldered
  - d. Illuminate when Pushed
  - e. Extinguish when Answered

- f. Controls and Buttons at Handicap Height  $\geq 54$ " Above Finished Floor
- g. Braille Designation to Left (Car Button Only)
- h. Emergency Controls 35"
- i. Star Designation at Ground Egress
- 3. Hall Operating Fixtures:
  - a. Mechanical
  - b.  $\frac{3}{4}$ " Diameter
  - c. Raised  $\frac{1}{8}$ " Square-Shouldered
  - d. Illuminate when Pushed
  - e. Extinguish when Answered
  - f. Controls and Buttons at Handicap Height
- 4. Braille on Hoistway Entrances:
  - a. 2" High Raised Arabic Symbol with Braille to Left of Symbol and located on each side of Jamb
  - b. 60" Positioning Above Floor
  - c. At Each Side – Raised Arabic Symbols and Braille
  - d. Braille Pins at Left of Arabic Symbol
  - e. Plates Permanently Attached
- 5. Handrails (California):
  - a. Front Opening Only - (1) Wall (Minimum)
  - b. Front and Rear Openings – (1) on Each Side
  - c. 1-1/2" from Wall
  - d. 1-1/4" to 1-1/2" Diameter Grip
  - e. Handicap Height 32" Nominal from Finished Floor)
- 6. Floor Passing Chime Operation:
  - a.  $\geq 20$  dB with Frequency of  $\geq 1500$  Hz
- 7. Automatic Operation:
  - a. Elevator Automatic & Self Leveling to  $\pm \frac{1}{2}$ "
- 8. Door Reopening Device:
  - a. Automatic Door Operation
  - b. Non-Contact Devices at 5" and 29"
  - c. If Obstructed, Door to Stay Open 20 Seconds.
- 9. Hall Call Dwell Time:
  - a. 5.0 Seconds:
- 10. Car Call Dwell Time:
  - a. 5.0 Seconds.
- 11. Car Position Indicator:
  - a. Position Indicator Numbers  $> \frac{1}{2}$ "
  - b. Floor Passing Tone 1500 Hz.

## 1.7 COORDINATION OF WORK

### A. Sub-Contractors:

Contractor is completely responsible for coordination and supervision of work performed by Sub-Contractors. Contractor shall ensure that any Sub-Contractor is performing work in such a manner so as to not compromise schedule or workmanship of modernization work specified herein.

1. Sub-Contractors:

Shall only be utilized to perform work beyond scope of normal work of elevator construction trade.

2. Damage caused by Sub-Contractor:

Shall be immediately rectified by Sub-Contractor. If satisfaction of the damage is not timely, it will be the responsibility of Contractor, at Contractor's expense, to rectify damage in a timely manner so as to not delay modernization work specified herein.

3. Work Furnished by Owner:

Contractor shall be responsible for coordination of modernization work specified herein and, further, shall coordinate any and all work to be Furnished by Owner. Contractor shall consider such work Furnished by Owner when developing a Work Schedule of Modernization Work Completion Dates. Aside from coordination of schedule, Contractor shall not be responsible for workmanship or performance of Work Furnished by Owner.

## 1.8 WARRANTY

A. For a Period of Twelve (12) Months Following Date of Final Acceptance:

Contractor shall remedy, by the most appropriate means, replacement, restoration, and repair of any and all defects in material or workmanship to the satisfaction of Owner. Defects include, but are not limited to, component failures, poor performance, or unusual or excessive component wear, noise, vibration.

B. Should Contractor Not Remedy Such Defect Within a Reasonable Time:

Owner has the option to contract Service of Others to remedy the defect. All costs associated with such remedy will be charged directly to Contractor. Further, Contractor will be required to accept such work under the existing Warranty Terms.

## 1.9 MAINTENANCE SERVICE

A. Interim Maintenance:

Contractor shall assume responsibility and provide full maintenance of elevator equipment from Award of Contract throughout modernization process until date of Final Acceptance of all elevators, not at the time each elevator is completed.

B. Warranty Maintenance:

Contractor shall assume responsibility and provide full maintenance of elevator equipment from date of Final Acceptance throughout the Twelve-Month Warranty Period including Emergency Callback Service during normal working hours of the elevator trade with response time of two (2) hours or less, monthly preventative maintenance, repair, or replacement of worn or defective components, lubrication, cleaning and adjusting as required for safe and efficient elevator operation. Provide parts and supplies as required.

C. Existing Elevator Service Contractor:

Should Contractor, currently maintaining elevator equipment, respond to this Request for Proposal, Contractor agrees to waive rights under the executed terms and conditions of elevator maintenance contract currently in effect. Should Contractor not agree to these conditions, Contractor's proposal shall be considered non-responsive and Owner shall have the option to reject Contractor's proposal.

**1.10 SPECIAL CONDITIONS**

A. General:

Contractor acknowledges that work will occur in an occupied building. Contractor shall exercise consideration of activities of occupants in performance of all work.

B. Objectionable Conditions:

Contractor shall keep, to a reasonable level, conditions of pungent odors, noise, vibration, dirt, dust, and debris caused in the performance of work. Should objectionable conditions become problematic for the activities of building occupants, at the request of the County of Santa Barbara, Contractor shall reduce the level of the objectionable condition. Should the attempt to reduce or eliminate the objectionable condition not be sufficient, work shall be rescheduled to be performed before the hour of 7:00 AM.

C. Movement of Elevator and Related Equipment:

Contractor shall be responsible for providing labor and equipment needed for the movement of work-related equipment onto and off of project site and shall be solely responsible for dismantling, removal, storage, and/or disposal of fluids, material, or equipment that will not be reused or retained as a result of work specified herein. Any fluid, material, or equipment that has been dismantled or holds no further value to the modernization process shall be removed immediately from property. Contractor to provide proof of proper disposal.

D. Temporary Usage:

Temporary use of the car shall be negotiated with the Contractor, if required, and shall be in accordance with terms and conditions of the Contractor's temporary acceptance form.

**PART 2 PRODUCTS**

**2.1 APPROVED MANUFACTURERS**

A. Control and Drive Systems:

1. Motion Control Engineering
2. Computerized Elevator Control
3. Galaxy

B. Governor/Safety:

1. Elevator Manufacturer
2. Hollister Whitney

C. Door Operator Equipment (Closed Loop):

1. ECI VFE 2500
2. GAL MOVFR
3. MAC DHP

D. Door Re-Opening Device:

1. Janus PanaChrome
2. Or equivalent

E. Fixtures (Vandal-Resistant):

1. EPCO Vandal-Resistant
2. ERM Vandal-Resistant
3. Innovation Vandal-Resistant
4. MAD Vandal-Resistant
5. Manufacturer's Vandal Resistant

F. Passenger Elevator Cab and Cab Enclosures:

1. Hauenstein & Burmeister (H&B)
2. Tyler
3. Sterling Corporation
4. City Lift
5. Winter & Bain
6. Travertine
7. Swiss Dane

## 2.2 APPROVED FINISH MATERIALS

- A. Provide the following materials and finishes for exposed parts of Elevator Car Enclosures, Car Door, Hoistway Entrance Doors and Frames, and Signal Equipment as indicated.

1. Satin Stainless Steel:

ASTM A 666, Type 304, No. 4 Finish

2. Enameled Steel Sheet:

Cold-Rolled Steel Sheet, complying with ASTM A 366/A 366M, Matt Finish, Stretcher-Leveled Standard of Flatness, Hot-Rolled Steel Sheet complying with ASTM A 569/A 569M. Provide with Factory-Applied Enamel Finish, Colors as selected by Architect.

3. Plastic Laminate:

Per Drawings

## 2.3 ELEVATOR PERFORMANCE REQUIREMENTS

### A. Ride Qualities:

Contractor shall make any necessary adjustments to maintain a pleasing and comfortable elevator ride, as determined by Owner and Elevator Consultant.

### B. Rated Contract Speed:

Contractor shall make any necessary adjustments to maintain a smooth ride without vibration. Regardless of load, variance from rated contract speed shall not exceed plus or minus 3 percent ( $\pm 3\%$ ).

### C. Starting, Acceleration, Deceleration, Stopping:

Contractor shall make any necessary adjustments to maintain a smooth ride with G Forces maintained between 0.04g to 0.09 g.

### D. Leveling:

Contractor shall make any necessary adjustments to maintain leveling speed between seven (7) to thirteen (13) FPM and leveling time between one (1) to four (4) seconds and shall level within one-eighth inch (1/8") regardless of load or direction of travel.

### E. On-Floor Run Time (Floor-to-Floor):

Elevator shall not exceed seven (7) seconds from time it takes to start, travel one floor, level, and stop at that floor.

### F. Door Open Time:

Doors shall go from CLOSE position to OPEN position in the code zone distance in 3.0 seconds.

### G. Door Close Time:

Doors shall go from OPEN position to CLOSE position in the code zone distance in 4.0 second.

### H. Door Dwell Time:

Dwell Times for Car Calls shall be adjusted to a minimum 5.0 seconds and Hall Calls shall be adjusted to a minimum 5.0 seconds as required by ADA code. Door Dwell Times shall be field adjustable and separately adjustable for a Car Call or Hall Call.

### I. Door Force:



Shall not exceed thirty (30) pounds of pressure measured on the leading edge of the door with the door between one-third (1/3) and two-thirds (2/3) of its travel per ASME A17.1.

J. Door Protection Timers:

Shall be provided for both the Open and Close directions, timer shall cease attempting to open doors after a predetermined adjustable time in the event that doors are prevented from reaching Open position. Timer shall reopen doors for a short time in the event that Door-Close attempt fails to close door locks after a predetermined time.

K. Nudging Action:

In the event of a door obstruction for a predetermined time interval (20.0 – 25.0 seconds), a buzzer shall sound and doors shall attempt to close with reduced speed at the maximum kinetic energy allowed by Code.

## 2.4 OPERATING SYSTEMS

A. Features Specified are Minimum Requirements:

It shall be the responsibility of the Contractor to provide descriptive information of their system describing various enhancements and their operation. Inclusion of the listed operations will provide a minimum amount of system flexibility to reduce response time and intervals.

B. Duplex Operation:

Provide with New

1. Operation shall be Duplex Selective Collective with the two cars arranged to operate from a single riser of Hall Call buttons. Duplex control shall be implemented with use of a microprocessor. When there is no demand for elevator service, one car shall park at the lobby floor and the other shall be a Free Car parking at floor last served. Both cars shall park with doors closed. The Free Car shall normally respond to any registered Hall Call.
  - a. A Hall Call registered at lobby floor shall be answered by car parked at lobby floor.
  - b. A Hall Call registered below lobby floor shall be answered by car parked at lobby.
2. When car parked at the lobby floor responds to a registered Car Call for a floor above lobby floor, Free Call shall be dispatched automatically to lobby floor and shall become the assigned Lobby Floor Parking Car.
3. When Free Car is responding to registered calls, Lobby Floor Parking Car shall start automatically to assist Free Car under any of the following conditions:
  - a. Registration of Hall Call below Free Car while traveling in the Up Direction.
  - b. Registration of Hall Call below Free Car while traveling in the Down direction.

- c. Inability of Free Car to move in response to a registered Hall Call within a pre-determined time.
- 4. When both cars are responding to registered Car and Hall Calls, the first car to answer all calls shall become the Assigned Lobby Floor Parking Car and shall be dispatched automatically to lobby floor.
- 5. A car without registered Car Calls, arriving at a floor where both Up and Down Hall Calls are registered, shall initially respond to the Hall Call in the direction that the car was traveling and, if no Car or Hall Call is registered for future travel in that direction, car shall reverse its travel preference and respond to Hall Call in the opposite direction. Lantern operation shall always correspond to the next direction of elevator travel.
- 6. If either car is out-of-service, the in-service car shall respond to all registered Hall Calls and the in-service elevator Car Calls.
- 7. System shall contain, but not be limited to, the following features:
  - a. Dispatch Protection: Pre-determined stops in the event of failure of dispatcher.
  - b. Delayed Car Removal: Removal from Group of a delayed car.
  - c. Programmed Door Control: Varying Door Times according to traffic and floors.
  - d. Independent Service: Removal from group for independent control.

C. Reserved Dispatching Feature:

Provide with New

- 1. A reserve dispatching feature shall be provided which allows cars to run for simulated Hall Calls in the event of communication loss between individual and dispatching computers or the loss of power to Hall Call pushbuttons.
- 2. When Reserve Dispatching is activated, each car shall answer simulated Hall Calls in a pre-determined pattern, depending on the designation of the car and number of cars in group. Cars shall respond to a different pattern of calls on an alternating basis as each car leaves the bottom floor. Top floor, bottom floor, and all main floors shall be served by all cars on all trips.
- 3. When communication is restored or power reconnected to the Hall Call pushbuttons, cars shall resume Automatic Operation.

## 2.5 AUXILIARY OPERATIONS

A. Building Emergency Generator Power Operation:

Provide with New

- 1. When applied to elevator controls, operating system shall automatically select one elevator, start the car, return it to main floor, and remove it from service. A second elevator shall then be selected and returned to main floor. Operating system shall then automatically return a pre-selected elevator(s) to service for operation in the normal manner. If a pre-

- selected elevator is not in operating condition, operating system shall automatically select another elevator.
2. When normal power is restored to building, elevators in operation shall automatically be returned to main floor and removed from service. Standby power shall then be removed and, after a lapse of approximately one (1) minute, normal power shall be applied to elevator controllers and all elevators shall return to normal operation.
  3. Contractor shall state in bid the emergency power requirements for their equipment to meet the above emergency power operation. This would include, but not be limited to, startup amps, running amps, transfer switches, transfer time requirements (on and off emergency power), wiring requirements.

B. Independent Service Operation:

Provide with New

1. A key-operated switch shall be provided for each car for selecting independent service operation. When switch is turned to the On position, all previously registered Car Calls for that car shall be canceled and an attendant shall be required to operate the car.
2. Car shall part with its doors open. Closing of doors and starting of car shall be subject to constant pressure on a floor button in the car operating panel until car starts in motion. If floor button is released before doors are fully closed, doors shall remain reopened.
3. After car is in motion, floor button may be released and car shall automatically proceed to and stop at floor for which Car Call was registered.
4. A car operating on independent service shall automatically bypass registered Hall Calls. Registered Hall Calls shall not be canceled, but shall remain registered and answered by a car in normal automatic operation.
5. When independent service switch is turned to the Off position, car shall be restored to normal operation.

C. Hoistway Access:

Provide with New

1. Key-operated switches shall be furnished in hoistway entrance jamb or adjacent to jamb at top and bottom floor for hoistway access. Key-operated switch shall be furnished in car operating panel or in service cabinet to place car on access control.
2. Operation of hoistway access switches, after initiation by car operating switches, shall operate car with hoistway doors open at the respective floor being operated and allow access to top or bottom of hoistway.
3. Rail-mounted switches shall be provided to limit car travel to comply with Code.

D. Standard Phase I and II Firefighter's Emergency Service Operation:

Provide with New  
Phase I Operation:

1. Description is to be according to Standard Firefighter's Emergency Service Operation Code. It is Contractor's responsibility to provide Firefighter's Service to meet specific job location requirements.
2. Phase I and II Switches:
  - a. Shall operate by the same key.
  - b. Manufacturer's standard key shall be used.
  - c. Key shall not operate any other device and no other key shall operate.
  - d. Appropriate Firefighter's Service key switch, jewel, fire and call cancel buttons, door open, door close buttons, and instructions shall be grouped together at the top of the main car operating panel behind a locked panel. Panel shall have hairline joints and concealed hinges
    - 1) Provide a three-position (Reset, Off, On) key-operated switch at the designated level. Switch shall be provided with an illuminated visual signal to indicate when Phase I Emergency Recall Operation is in effect. Key shall be removable in the On and Off position. With the key in the Off position, normal elevator service shall be provided and the smoke/combustion detectors shall be functional.
    - 2) Smoke detectors shall be provided in elevator lobby, at each floor, and in associated elevator machine room and hoistways, if sprinklered. Smoke detector operation at main or designated level as approved by governing authority. Smoke detector activated operation shall only be reset manually. Key switch at designated level in the Reset position shall delete Fire Service command and restore elevators back to normal operation only if fire alarm initiating device has been cleared. If fire initiating device is still active (On), Phase I Emergency Recall Operation will continue in effect.
    - 3) Phase I Operation shall be initiated by activation of the smoke/combustion detectors or by placing designated level key switch in the On position. The following operation shall occur:
      - a) All cars controlled by this activation shall return non-stop to designated level, doors shall open, and remain open.
      - b) A car traveling away from designated level shall reverse at next available floor, without opening its doors, and cause car to proceed to designated floor non-stop.
      - c) Door reopening devices on power-operated doors affected by smoke or heat shall be rendered inoperative. Mechanically-operated devices shall remain operative.

- d) Cars standing at any floor other than designated floor shall close their doors and proceed to designated floor without stopping for Car or Hall Calls.
- e) Cause car and hall buttons to become inoperative and extinguish call register lights and hall lanterns. Position indicators shall remain operative.
- f) Cause emergency stop switch to become inoperative once car has started in motion. All other emergency devices shall remain operative.
- g) All cars shall be provided with a visual and audible signal system which shall be activated until car has returned to designated level.
- h) A car standing at a landing shall have the door open button rendered inoperative as soon as door is closed and car starts to designated level. It shall remain inoperative until car has returned to designated or alternate level.

3. Phase II Operation:

- a. A three-position (Off, Hold, On) key-operated switch shall be provided in car operating panel in each car. Switch shall become effective only when Phase I Operation is in effect and car has returned to designated or alternate floor. Key shall be removable in only the Off and Hold position. Operation on the switch shall not change operation until car is at a floor with doors fully open.
- b. When switch is in the Off position, Phase I Operation shall be in effect, if activated.
- c. Switch in the Hold position shall cause car to remain at first floor with its doors open and door close button shall be inoperative after car has been placed into Phase II Operation at designated or alternate level.
- d. Operation of key switch to the On position shall place elevator on Phase II Operation. Operation shall be as follows:
  - 1) Elevator shall be operated only by a person in car registering Car Calls.
  - 2) All hall lanterns and corridor buttons shall remain inoperative.
  - 3) Doors shall be opened by constant pressure of door open button and, if the pressure on this button is released prior to the time the doors reach their full open position, doors shall immediately reclose. Once doors are fully open, they shall remain open until the closing procedure is initiated as described herein.
  - 4) After registration of a Car Call, doors shall be closed by constant pressure on door close button.
  - 5) Car Calls registered in error may be cancelable by momentary operation of cancel button.
  - 6) Upon completion of door close operation and the registering of a Car Call, car shall travel to Car Call floor and stop with doors closed.

- 7) Car shall operate only by registration of a Car Call in the car and does not respond to Hall Calls.
- 8) Door reopen devices rendered inoperative in Phase I Operation shall remain inoperative.
- 9) Key-operated switch in the hall to the Off position, Hold position, or resetting smoke/combustion sensors shall not override car switch.
- 10) Appropriate Firefighter's Service key switch, jewel, fire and call cancel buttons, door open, door close buttons, and instructions shall be grouped together at the top of main car operating panel behind a locked panel. Panel shall have hairline joints and concealed hinges.

E. Car Top Inspection Station:

Provide with New

1. An inspection station shall be provided on car top for operation of car at low speed by authorized elevator personnel. Station shall contain an inspection toggle switch, Up and Down buttons, and a Run/Stop toggle switch. A safety button shall be provided. When car top inspection switch is turned to Inspection position, car shall then be on Inspection Operation.
2. Car shall be run either Up or Down by constant pressure on the Up or Down button and the Safety button at the same time providing doors are closed and safety circuit is made. Releasing button shall cause car to stop immediately. Turning Run/Stop switch to the Stop position shall render car inoperative.
3. Turning Inspection switch to the Run position shall restore car to Automatic Operation.
4. Provide car top light and power outlet. May be an integral part of car top inspection station or a separate unit.

F. Earthquake Provisions

Provide New

A dual ring and string counterweight derailment device shall be provided for Elevator 1. Dual ring and string shall be retained and reused on Elevator 2.

Retain and Reuse (Elevator 1 and 2)

1. A seismic switch that measures horizontal and vertical acceleration shall be provided for each group of elevators.
2. When the derailment detector or seismic device activates, all cars controlled by the device shall immediately stop then run at low speed in a direction away from the counterweight to the next available floor and shut down.
3. All Car Calls and Hall Calls are canceled and rendered inoperative. A car above the midpoint of the hoistway shall run Up and a car below the midpoint shall run Down.
4. Once a car has reached its next available floor, the doors open remain open, and the car becomes inoperative.

5. If a car is standing at a floor, the doors open (if not already open), and the car becomes inoperative. If a car is on Fireman's Service, the door operation shall be in accordance with the Fireman's Service phase in which the car was on before the earthquake operation became effective.
6. Normal operation is restored with the manual resetting of the earthquake reset switch.

G. Emergency Hospital Service:

Provide with New

1. Provide a momentary spring return actuated key switch with pilot light in hall station at each floor for each elevator group. Provide blue bezel with white letters marked Code Blue. Pilot light shall illuminate upon activation of switch and extinguish when call is answered.
2. Provide an illuminating sign in each elevator which reads Elevator Captured for Hospital Emergency. Letters shall be one-quarter inch ( $\frac{1}{4}$ " high, visible only when illuminated and shall flash red when that elevator is captured by the commandeering key switch in hall station. Provide a pulsating buzzer to draw passenger attention to flashing sign.
3. Operation of any switch shall capture the nearest elevator of that group, return it to that floor without answering any other registered Car or Hall Calls, and hold it with doors open for an adjustable period of time from thirty (30) to ninety (90) seconds. If a Car Call is not registered within this period, the elevator shall resume normal service.
4. Provide a two-position key switch removable in Off position only in each car station. Provide blue bezel with white letters marked Code Blue.
5. To commandeer the captured elevator, the attendant shall operate the hospital emergency key in the car and register a call for any floor desired. The elevator shall proceed to that floor destination, automatically open the doors and stand at the floor until the key is removed. Key removable in Off position only.

## 2.6 TRACTION EQUIPMENT

A. General:

1. Arrange equipment to fit in existing machine room space.
2. Provide identifying numbers on machines, controllers, and disconnect switches.
3. Provide means to remove existing equipment from and install new equipment in machine room
4. Provide any demolition and repair made necessary by this requirement.
5. Comply with applicable Seismic Risk Zone Safety requirements.

B. Drive Systems:

1. Electronic Brake Control: Hoist motor brake shall be electronically controlled by a separate phase-controlled supply. Resistance changes due to brake coil heating shall be compensated without any additional

external resistors and heat losses. Brake pickup current and brake holding current shall be independently adjustable.

2. Electronic Floor Selector: Electronic devices that digitize the travel distance shall provide position. Mechanical floor selectors shall not be used. The actual count shall be confirmed when stopping at a floor or passing a floor at contract speed. Should an error in count be deducted, the system shall automatically provide for the following:
  - a. Reduced speed control to nearest floor.
  - b. Synchronization of count by sensors or terminal run commands. Any synchronization runs shall be at contract speed to minimize correction time.
3. Automatic Floor Stopping: Control provided shall be designed to automatically bring car to a floor landing. Stop shall be smooth without brake application. Floor approach shall be without hesitation or delay in time. The floor sensing devices shall correct for overtravel and undertravel. Floor sensing devices shall maintain car within the system accuracy tolerance regardless of lead up to rated capacity load or direction of travel.

C. Variable Voltage Variable Frequency – VVVF:

Provide with New

Control of the motor shall be a variable voltage variable frequency control. Control shall be designed for elevator motor control and capable of handling the varying loads of overhauling or driven motors. Regeneration capabilities for overhauling load shall be accomplished by a network that allows the incoming supply lines to be used as a load source.

D. Geared Traction Machine:

Retain and Refurbish (Elevator 1)

Existing Geared Traction Machine (as specified). The machine shall be subject to the following inspection and corrective action to restore to as close to the original new condition as possible.

1. The machine shall be dismantled as required to inspect bearing, bearing surfaces, and seals. Any worn bearings are to be replaced.
2. The worm and gear are to be inspected for cracks, pits, and damage. Should the worm and gear not be suitable for reuse, it shall be Replaced with New at no additional cost to Owner.
3. The worm and gear clearances shall be reset to approximately new condition clearances. Adjustments or replacements shall be made as required to accomplish this.
4. All lubricants shall be drained, gear case flushed out, and new lubricants installed. Original manufacturer's specified types of lubricants shall be installed. Any variance from the original type of lubricant shall be documented as to the reason for the change.
5. All seals shall be checked and replaced if or when leaking lubricants.
6. The brake assembly shall be thoroughly checked for worn pins and plunger sleeve. All worn parts shall be replaced; any castings used for pilot pin bearing surfaces that are elongated shall be re-bored for oversize



pins, new brake linings shall be furnished. Final adjustment of brake shall provide minimum stroke and quiet brake action. Brake tension shall be adjusted to stop and hold the car with one hundred twenty-five percent (125%) of rated load in car per Code.

7. Hoist motor shall be replaced with a Variable Frequency AC motor.

E. Machine Beams:

Retain and Reuse

F. Governor

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. A speed governor shall be provided to operate a governor tripping mechanism should the car speed or rate of change of speed exceed the governor settings. Action of the governor on the governor rope shall cause safety application. The governor shall be connected to the car safety by a governor rope that passes over the governor sheave. Governor tripping speed switches shall be provided that shall cause appropriate action of motion control system. Governor rope shall be iron or steel. Sheave diameter shall comply with applicable codes. Governor must have the approval of all applicable codes.

G. Deflector Sheaves:

Retain and Reuse (Elevator 2)

Retain and Refurbish (Elevator 1)

1. Existing Deflector Sheave

All worn or noisy bearings shall be replaced. Sheaves shall be cleaned and lubricated.

H. Ascending Car Overspeed and Unintended Car Movement Protection:

Provide New (Elevator 1 and 2)

1. Ascending car over-speed protection shall be provided to prevent car from striking the hoistway overhead structure as a result of a failure in the electric driving machine motor, brake, coupling, shaft, gear, control system, or any other component upon which the speed of the car depends, except the suspension ropes and the drive sheave of the traction machine.

## 2.7. WIRING AND TRAVELING CABLES

A. Hoistway Wiring:

Provide with New

1. All necessary wiring shall be installed for proper operation of equipment.
2. All wiring shall be in strict compliance with applicable codes.

3. All wiring shall be completely and adequately enclosed in raceway, conduit, or gutters. Raceway, conduit, and/or gutters that meet applicable codes may be reused; however, new raceway, conduit, and/or gutters shall be furnished as required. Flexible metal conduit may be used for short runs. Raceway, conduits, and/or gutters shall be configured so as to not damage wire being installed within or being pulled through.
4. All wiring shall be properly identified with marking tags to correspond with Field Wiring Diagrams.
5. All new wiring shall be copper; solid wire not acceptable.
6. All new wiring shall contain Underwriters Laboratories labels.
7. Where existing devices are reused, existing wiring shall be removed and replaced with new wiring.
8. Machine Room Wiring shall be sized for appropriate type of current loads.
9. All new shielded communication cable shall be furnished for interconnections of controllers.
10. Existing power wiring shall be replaced with new wiring of proper size and type to provide for proper electrical protection of furnished equipment.
11. Hoistway Wiring: Shall be Replaced.
12. Any pit with sprinklers installed, all electrical equipment, except earthquake protection devices located less than forty-eight inches (48") above pit floor, must be weatherproof (NEMA4).
13. All new wiring between hoistway and machine room shall be furnished.
14. Hoistway door interlocks wiring shall be replaced with new type SF High-Temperature Resistant Wiring. Splicing of SF High Temperature Wire in raceway, conduits, or gutters is not allowed. allowed.

B.

Traveling Cables:

Provide with New

1. Shall be furnished with an adequate number of conductors. All new traveling cables shall not contain over seventy-five (75) conductors per cable.
2. Ten percent (10%) spares shall be provided.
3. A minimum of four (4) shielded and jacketed pairs and two (2) RG-59 coaxial cables shall be provided for each elevator.
4. Shall be suspended so as to minimize strain on individual copper conductors per Code.
5. Shall be located so as to minimize possibility of damage due to cables coming into contact with hoistway, construction, or equipment in hoistway. Where necessary, suitable guards shall be provided.
6. Shall have an outer covering that is flame-retardant, moisture-resistant, and satisfies Underwriters Laboratories Standard Test.
7. Shall be properly identified to provide for easy connections.
8. Shall contain No. 14-gauge wires for lighting supply.
9. Shall contain two (2) five-pair minimum CAT5 cables, if available.
10. Provide traveling cable snag guards.

**2.8 DOOR OPERATING EQUIPMENT**

A.

Door Operator:

Provide with New (Elevators 1 and 2)

1. A passenger-type master door operator shall be furnished to open and close car and hoistway doors simultaneously.
2. Door movement shall be electrically controlled throughout entire travel of doors.
3. Door Control:
  - a. Shall be solid-state closed loop type.
  - b. Speed shall be controlled by calculated computerized curve with separate acceleration, deceleration, and full speed adjustment.
  - c. Door movement at high speed shall be the same for all doors of an elevator regardless of hoistway door panel weights.
  - d. Door position shall be digitized to provide accurate position information at all times as part of feedback loop.
  - e. Reversals shall require a minimum of travel prior to direction change so as to reduce physical contact.
  - f. Shall be designed to provide range of speeds to be selected by control system for various door speeds according to traffic demand.
4. Door Coupler:
  - a. Provide a mechanical coupler to connect car and hoistway door.
  - b. Provide driving motion of hoistway doors for full open and full close direction.
  - c. Drive rollers shall remain engaged to prevent separation of hoistway doors from car doors.
5. Car Door Controls:
  - a. Each elevator car door shall be equipped with an approved electric contact.
  - b. Shall prevent operation of elevator driving machine by normal operating device unless car door is in closed position except when car is in landing zone and is either stopped or being stopped.
  - c. Car door contacts shall be so located so that they are not readily accessible from inside of car.
6. Car Door Hangers and Tracks: (Elevator 1 Only)
  - a. Shall be provided.
  - b. Hangers and rollers shall be designed for high speed power operation.
  - c. Shall have provisions for horizontal and vertical adjustments.
  - d. Hangers shall be designed for two-point suspension of each door panel.
  - e. Hanger sheaves shall have a resilient surface and pre-lubricated sealed bearings.
  - f. Hangers shall be provided with upthrust adjustments to prevent sheaves from being removed from track unless upthrusts are loosened.
  - g. Tracks shall be a shaped finished surface to fit sheave profile and of adequate strength to properly support doors and periphery equipment without deflection of track.
7. Door Restrictors: (Elevator 1 and 2)

- a. Restricted opening of hoistway doors and/or car doors shall be provided in accordance with ASME A17.1 Rule 111.12.

B. Car Door Protection (Re-Opening) Device:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. Provide infrared curtain using beams of invisible infrared light to protect passengers against closing of elevator doors.
  - a. Curtain to have a minimum of eighty (80) infrared beams
2. Car doors shall have an electronic obstruction nudging reopening device.
  - a. Device shall automatically reinstate operation after blockage is cleared.
3. Doors shall be held open for a normal cycle of five (5) seconds and shall be reopened by beam interruption.
  - a. Time shall be adjustable within control panel.

## 2.9 PASSENGER HOISTWAY ENTRANCES

A. Hoistway Entrances:

Retain and Reuse (Elevator 2)

Retain and Refurbish (Elevator 1)

1. Provide new stainless steel cover over hole where previous hall button is removed.

B. Hoistway Sills:

Retain and Reuse

C. Hoistway Doors:

Retain and Reuse (Elevator 2)

Retain and Refurbish (Elevator 1)

1. Remove doors; remove all twists; and then re-hang.
2. Furnish two (2) new removable, laminated phenolic guides which run in the sill slots.
3. A minimum 1/4 inch thick plate shall be attached to the door face. The plate shall be welded or attached with "nut-certs." Tech screw mounting of plate will not be allowed.

D. Hoistway Door Hangers and Tracks:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. Door hangers and tracks shall be provided for each hoistway door.
2. Hangers and rollers shall be designed for high-speed power operation and have provisions for horizontal and vertical adjustments.
3. Hangers shall be designed for two-point suspension of each door panel.
4. Hanger sheaves shall have a resilient surface and pre-lubricated sealed bearings.
5. Hangers shall be provided with upthrust adjustment to prevent sheaves from being removed from track unless upthrusts are loosened.
6. Tracks shall be a shaped finished surface to fit sheave profile and of adequate strength to properly support doors and periphery equipment without deflection of track.

E. Hoistway Door Interlocks:

Retain and Reuse (Elevator 2)

1. Provide New if necessary for new door operator and clutch assembly.

Provide with New (Elevator 1)

1. An electro-mechanical interlock shall be provided for each hoistway entrance.
2. Interlock system shall be a tested and approved system to comply with applicable codes.
3. Interlocks shall prevent operation of car away from landing unless doors are in closed and locked position as defined by applicable codes.
4. Replace with new type SF high temperature wiring for hoistway interlock circuits.
5. Inline or butt splicing will not be allowed in hoistway, raceways, conduits, or gutters.
6. Provide door pickup rollers.

F. Door Closers:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. Each door shall be provided with new reel type closers.
2. Shall be capable of closing door from any position of opening and maintained when they are not connected to car door coupler.
3. Broken arm/sill closers are acceptable if required by Door Design.

G. Fascia Plates:

Retain and Reuse (Elevator 2)

Retain and Refurbish: (Elevator 1)

Fascia plates shall be fastened securely. Clean and paint with black paint.

H. Toe Guards:

Provide with New

1. Shall be fastened securely.
2. If existing toe guard does not meet current code requirement, provide toe guard as follows:
  - a. Entrance side of platform shall be provided with a smooth metal guard plate of not less than 0.0598-inch thick steel or equivalent strength and stiffness.
  - b. Shall be adequately reinforced and braced to car platform.
  - c. Shall extend not less than full width of widest hoistway door opening.
  - d. Shall have a straight vertical face extending below floor surface of platform of not less than depth of leveling landing or truck zone plus three inches (3"), but not less than forty-eight inches (48")
  - e. Lower portion of guard shall be bent back at an angle of not less than sixty degrees (60E) or more than seventy-five degrees (75E) from the horizontal.

I. Headers:

Retain and Reuse

J. Struts and Closer Steel Angles:

Retain and Reuse

K. Hanger Coverplates:

Retain and Refurbish (Elevator 1)

1. Securely fastened and painted with black paint.

## 2.10 TRACTION HOISTWAY EQUIPMENT

A. Counterweight:

Retain and Reuse (Elevator 2)

Retain and Refurbish

Elevator shall be counterbalanced for smooth and efficient operation.

1. Cast iron or steel weights shall be contained within the steel frame equipped with roller guides.
2. A minimum of two (2) rods shall pass through the top and bottom member of the counterweight assembly and all filler weights.
3. Filler weights shall be restricted from movement in the frame assembly when proper counterbalance has been determined.

4. Counterweight assembly shall equal the weight of the complete elevator car plus approximately forty percent (40%) of the rated elevator capacity.
5. Counterweight guard shall be provided in place at bottom of hoistway.

B. Pit Stop Switch:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. Shall be provided in elevator pit.
2. Shall be designed to cut off power to the elevator motor, apply brake, and bring the car to rest independent of the regular operating devices.
3. Shall be accessible from the pit access door or pit ladder.
4. Where multiple hoistways are accessed from a common door, stop switch for each elevator shall be located adjacent to the nearest point of access from the door.
5. If additional stop switches are required due to depth of pit, switches shall be installed at no additional cost to Owner.

C. Limit Switches:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. Normal and final terminal stopping devices shall be provided for an elevator at each terminal. Terminal stopping devices shall have rollers with rubber or other approved composition tread to provide silent operation when actuated.
2. Normal terminal stopping devices shall be provided and arranged to stop the car automatically from any speed obtained under normal operation within the top and bottom overtravels, independent of the operating devices, final terminal stopping device, and the buffers.
3. Final terminal stopping devices shall be provided and arranged to stop the car and counterweight automatically from the speed specified within the top clearance and bottom overtravel independent of the operation of the normal terminal stopping device, but with the buffers operative. When the final terminal stopping devices operate, normal operation in either direction shall be prevented.

D. Pit Ladder:

Provide with New

1. New ladders shall be located in each elevator pit as required by Code.

E. Governor Rope:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. A steel governor rope shall be provided.
2. Rope shall be fully compatible with governor design.
3. A new iron or steel governor rope shall be of size
4. Rope shall be fastened to the safety operating mechanism on the car or counterweight as applicable.

F. Hoist Ropes:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. Traction steel hoist ropes of the size and number to insure proper wearing shall be provided.
2. Shall be of the type and design dictated by original manufacturer. No changes shall be permitted.

G. Car and Counterweight Rails:

Retain and Reuse

H. Rail Backing

Retain and Reuse

I. Rail Brackets:

Retain and Reuse (Elevator 2)

Provide new (Elevator 1)

1. Counterweight rail bracket stiffeners, if existing spacing does not meet current seismic requirements.

J. Buffers

Retain and Reuse

K. Governor Pit Tail Sheave:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. A sheave of proper size shall be provided in pit to contain return side of governor rope.
2. Sheave and weight assembly shall be of adequate weight to maintain governor rope in a correct travel profile.
3. Shall be mounted to allow for automatic Up or Down movement to maintain weight on governor rope.

L. Car Slings:



Retain and Reuse

M. Car and Safety

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. Safety device shall be mounted under car platform and securely bolted to car frame. Safety device shall be actuated by a speed governor mounted at the top of hoistway and connected to the safety tripping mechanism by a continuous governor cable which passes over the governor sheave and a weighted tension sheave in the pit. Safety device shall be designed to operate by the governor action in the event the car attains excessive speed. A safety-operated switch shall be provided. This switch shall, when operated, remove power from the driving machine motor and brake before or at the time of application of the safety.
2. Safety mechanism, when tripped, shall engage the rails with sufficient force to stop the car assembly with rated capacity from governor tripping speed within Code-specified distance. Pressure of the safety jaws shall be equalized. Safety shall be of such design that upward movement of car frame shall reset safety devices.
3. Safety marking plate shall be of corrosion-resistant metal and in addition required by Code, shall indicate manufacturer's name and manufacturer's catalog designation number for safety.

N. Platform:

Retain and Reuse

O. Roller Guides:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. Shall be furnished securely bolted to car and counterweight frame at top and bottom. Each roller guide shall consist of, as a minimum, a set of three (3) sound-reducing wheels in precision type call bearings and held in contact with rail surfaces by means of adjustable spring-loaded devices. Shall run on dry un-lubricated guide rails.
2. Top of car and counterweight roller guides shall be fitted with dust guards.
3. Rollers for car shall be a minimum six inches (6") in diameter and rollers for counterweights shall be a minimum of three inches (3") in diameter.
4. Shall be properly aligned in respect to rail surface.

P. Snag Guards:

Provide with New

1. As required for traveling cable, governor cable, or other ropes as applicable.

## 2.11 FIXTURES

### A. Car Operating Panel:

Provide with New (Elevator 1 and 2)

1. Shall be provided, manufactured from one-eighth inch (1/8") Stainless Steel material with #4 finish.
2. Buttons shall be vandal-resistant with LED illumination.
3. Shall contain floor call buttons corresponding to number of floors served plus standard devices of Door Open, Door Close, Alarm, and Hospital Emergency Keyed switch.
4. All floor buttons shall be no higher than fifty-four inches (54") (1370 mm) above the finish floor for side approach and forty-eight inches (48") (1220 mm) for front approach. Emergency controls, including emergency alarm and emergency stop, shall be grouped at the bottom of the panel and shall have their centerlines no less than thirty-five inches (35") above finish floor. All standard required devices and floor call buttons shall have handicap indications adjacent to them.
5. Engrave car operating panel as indicated below:
  - a. Engraving shall be filled with epoxy of contrasting color.
  - b. Capacity of Elevator shall be in one-half inch (1/2") numerals/lettering.
  - c. Number of Passengers shall be in one-half inch (1/2") numerals/lettering.
  - d. Elevator Number shall be in one-half inch (1/2") numerals/lettering.
  - e. No Smoking shall be in three-quarter inch (3/4") numerals/lettering.
  - f. Phase II Fire Emergency Instructions shall be sized per Code.
6. Firefighter's Operation Key Switch, Call Cancel Button, Stop Switch, Door Open/Door Close Buttons, Visual Signal, and Operating Instructions shall be grouped together at the top of the main car operating panel behind a locked cover which shall have concealed hinges and hairline joints and shall not be located more than seventy-two inches (72") above elevator cab floor. Front of cover shall contain the words "Firefighter's Operation" in red letters at least one-quarter inch (1/4") high.
7. An emergency light unit shall be provided in the upper portion of operating panel to provide required illumination level when a loss of power to elevator cab enclosure occurs.
8. For service cabinet, provide, as a minimum, independent service key switch, fan and light switches, duplex convenience outlet, keyed stop switch, inspection switch, nudging buzzer, and means to test emergency light. Service cabinet shall be integrated into car operating panel. Cabinet door shall be lockable with concealed hinges and hairline joints.
9. Appropriate key switches for operating functions of operating system provided shall be included. Switches shall be clearly identified as to their function.

B. Car Emergency Communication Device:

Provide with New

1. Provide hands-free telephone meeting all ADA regulations.
2. Mount behind a pattern of holes in car-operating panel.
3. Provide all wiring to make function as required.
4. Program automatic dialer.
5. Provide communication device in lobby as directed by Owner to meet California 2007 Building Code.

C. Lobby Communication Device:

Provide with New

1. Provide communication device in lobby as directed by Owner to meet 2007 Building Code, if applicable.

D. Car Position Indicator:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. Provide an electronic readout type position indicator to give visual indication of car position.
2. As car travels through hoistway, numeral corresponding to floor at which car has stopped or is passing shall be displayed on position indicator. Numeral shall be formed on a 7-segment LED display from information received from controller. Change from one numeral to another shall be instantaneous and complete.
  - a. Readout size letters and/or numbers shall be minimum two inches (2") in height.
  - b. Readout shall be located in cab header.

E. Hall Lanterns and Position Indicator:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

1. Existing Hall Position cover plates shall be removed and replaced to match Elevator 2
2. Flush-mounted hall directional lantern fixture shall be provided for each hoistway entrance.
  - a. Each fixture shall have a finished metal cover plate with translucent plastic lantern inserts, chimes, and LED lamps.
3. Two lanterns shall be furnished at each terminal floor and Up-Down lanterns shall be furnished at intermediate floors.
4. When car approaches a floor in response to a call, the following will occur.
  - a. Lantern corresponding to direction of travel shall illuminate.
  - b. Chime shall sound once when Up lantern is illuminated.

- c. Chime shall sound twice when Down lantern is illuminated.
  - d. Lantern shall remain illuminated until doors close.
  - e. Chime operation shall be in compliance with code requirements.
  - f. Lantern and chime shall be inoperative should car be operating under a condition where Hall Calls are bypassed by car.
- 5. An electronic readout type position indicator shall be provided to give a visual indication of car position.
  - 6. As car travels through hoistway, numeral corresponding to floor at which car has stopped or is passing shall be displayed on position indicator. Numeral shall be formed on a 7-segment LED display from information received from controller. Change from one numeral to another shall be instantaneous and complete.
    - a. Readout size letters and/or numbers shall match Elevator 2.

F. Hall Pushbutton Stations:

Provide with New

- 1. Locate at handicap height centered between both elevators.
- 2. One (1) riser of vandal-resistant corridor call buttons with LED illumination shall be provided. Button assembly shall consist of a single (1) illuminated button for each terminal and two (2) illuminated buttons at each intermediate landing.
- 3. Button or other indication shall be illuminated in the group control. Buttons shall be identical to floor call buttons in car operating panel unless specifically detailed to be of other designs.
- 4. A Fireman's Service switch assembly shall be provided at Fire Recall Floor(s) as required by Code. This switch may be located in recall floor pushbutton riser.
- 5. Engrave fire exiting pictograph and instructions on faceplates. Engraving shall be filled with epoxy of color per Code.

## 2.12 CAR ENCLOSURES

A. General:

Retain and Reuse (Elevator 2)

Provide with New (Elevator 1)

- 1. Existing Car Enclosure shall be removed and replaced with new.
- 2. Retain car sling and platform; provide metal cab as specified by drawings and specifications attached.
- 3. New enclosure shall include a flush design car door, car lighting fixture, and ventilation. It shall be manufactured from 14-gauge sheet steel. It shall be 96 inches tall. Canopy shall be manufactured from 12-gauge steel and be sufficiently reinforced. When complete, cab must be free from squeaks, rattles, and light leaks. Cab shall be sufficiently isolated from the car frame. Cab walls are to be insulated with sufficient sound deadening material.

## **PART 3 – EXECUTION**

### **3.1 EXAMINATION**

#### **A. Contractor's Examination of Site:**

1. Prior to commencing with elevator modernization work:
  - a. Contractor shall thoroughly examine hoistways, hoistway openings, pits, machine rooms, etc.
  - b. Verify critical dimensions and examine supporting structure and other conditions which may affect modernization work to be performed.
  - c. Proceed with modernization only after unsatisfactory conditions have been corrected.

#### **B. Contractor's Examination of Specifications:**

1. Contractor shall thoroughly examine Specification Requirements.
2. Should any discrepancies arise between Contractor documents and work to be performed or equipment to be provided, Contractor shall notify Owner in writing of such discrepancies at least seven (7) days prior to bid date.
3. If no discrepancies are presented to Owner at least seven (7) days prior to bid date, any changes required to Plans or Specifications become the Contractor's responsibility and shall be performed by Contractor at no additional cost to Owner.

### **3.2 INSTALLATION**

#### **A. Manufacturers' Instructions:**

Comply with all manufacturers' written instructions.

#### **B. Codes and Regulations:**

Comply with all applicable codes and regulations.

#### **C. Equipment Installation:**

Install all equipment to allow for ease of access for maintenance and repair, to promote a safe operating condition, and to enhance equipment operation.

#### **D. Welded Construction:**

1. Provide welded connections for installing elevator work where bolted connections are not required for subsequent removal or for normal

operation, adjustment, inspection, maintenance, and replacement of worn parts.

2. Comply with AWS Standards for workmanship and qualifications of welding operators.

E. Sound Isolation:

Mount rotating and vibrating equipment to vibration-isolating mounts designed to minimize transmission of vibrations to structure and thereby minimize structure-borne noise from elevator system.

F. Lubrication:

Lubricate operating parts of systems, as recommended by manufacturers.

G. Contract Speed:

Speed variation under any loading condition in either direction shall be no more than three percent (3%).

H. Leveling Tolerance:

Shall be one-eighth inch (1/8"), up or down, regardless of load and direction of travel.

I. Manufacturers' Nameplates, Trademarks, Logos

Not permitted on surfaces that are visible to the public.

J. Final Cleanup:

1. After completion of installation, finishing touching shall include the following:
  - a. Clean machine room floor of dirt, oil, grease.
  - b. Brush-paint machine room floor and pit floor with one (1) coat of oil-resistant paint. Color to be determined by Owner.
  - c. Apply one (1) coat of field-applied machinery enamel to machine room equipment, hoistway equipment, and all exposed equipment installed as part of this Specification.
  - d. Any damage received to painted surfaces prior to final acceptance shall be repainted.
  - e. All existing and new equipment having only a primer coat shall receive one (1) final coat of gloss, oil-resistant, or enamel paint in Contractor's customary colors.

### 3.3 FIELD QUALITY CONTROL

A. Acceptance Testing:

1. Upon completion of elevator installation and prior to permitting use of elevators:
  - a. Contractor shall provide instruments, weights, and personnel to conduct tests recommended by ASME A17.1 and governing regulations and agencies.
  - b. Contractor shall submit a complete report describing test results.

**B. Operating Test:**

1. Load elevators to rated capacity and operate continuously for thirty (30) minutes over full travel distance, stopping at each level and proceeding immediately to the next.
2. Record temperature rise of elevator machine during thirty-minute test period.
3. Record failure of elevators to perform as required.
4. Perform operating test on one (1) elevator of each type, capacity, speed, and travel distance.

**C. Elevator Consultant Evaluations:**

1. Job Progress Evaluation:
  - a. Periodically, throughout the modernization process, an Elevator Consultant will evaluate job progress and workmanship of Contractor in respect to contract documents compliance.
  - b. Should any discrepancies or conflicts with the contract documents be noted during evaluation, a punchlist of discrepancies will be presented to Contractor.
    - 1) Elevator Contract shall immediately rectify discrepancies listed in punchlist at no additional cost to Owner.

**D. Final Acceptance Evaluation:**

1. When modernization work is ready for Final Acceptance, provide Owner with two (2) weeks advanced notice to schedule a Final Acceptance Evaluation by Elevator Consultant.
  - a. Elevator Consultant, with Contractor present, will perform an evaluation of Quality of Workmanship and confirm that full compliance with this contract document has been met.
  - b. Should any discrepancies or conflicts with the contract documents be noted during Final Acceptance Evaluation, a punchlist of discrepancies will be presented to Contractor.
  - c. Contractor shall immediately rectify discrepancies listed in punchlist at no additional cost to Owner.
  - d. Final Acceptance of elevators will not be granted until all discrepancies have been satisfied.

**E. Final Acceptance:**

1. Final Acceptance of modernization work will not be granted until:
  - a. All discrepancies of contract documents are satisfied.
  - b. All required testing has been performed and satisfied.
  - c. All project completion submittals have been provided to Owner.
  - d. Permits and certificates have been received by Owner.
  - e. Owner and Elevator Consultant are satisfied that installation is complete in all respects.
  - f. When Final Acceptance requirements have been met, final payment will be made to Contractor.

### **3.4 DEMONSTRATION**

- A. Instruct Owner's personnel in proper use, operation, and daily maintenance of elevators.
- B. Review Emergency Provisions, including emergency access, and procedures to be followed at time of operational failure and other building emergencies.
- C. Train Owner's personnel in procedures to follow in identifying sources of operational failures or malfunctions.
- D. Make Final Inspection of each elevator operation with Owner's personnel present and before date of Final Acceptance.
- E. Determine that operation systems and devices are functioning properly.
- F. Should Contractor be contracted by Owner to provide continuing full maintenance service on elevator equipment, Contractor shall fully explain maintenance program and Procedures to Owner.

**END OF SECTION**

**PART 1 -**