

**COUNTY OF KINGS  
CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS**



**NOTICE TO CONTRACTORS  
PROPOSAL, AGREEMENT  
SPECIAL PROVISIONS  
STRATFORD LEVEE PROJECT**

County Bid No. 2023 – 54

Bid Opening Date: August 1, 2023

# STRATFORD LEVEE PROJECT

THE SPECIAL PROVISIONS  
CONTAINED HEREIN HAVE BEEN  
PREPARED BY OR UNDER THE  
DIRECTION OF THE FOLLOWING  
REGISTERED ENGINEER:

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Registered Civil Engineer



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## **BID CONDITIONS**

## STRATFORD LEVEE PROJECT

### SECTION 00 10 00 NOTICE TO CONTRACTORS

**NOTICE IS HEREBY GIVEN** that the County of Kings ("County") will receive sealed bids from contractors licensed in accordance with the provisions of the Public Contract Code for the furnishing of all labor, materials, equipment, transportation, and services for the performance of the following work:

### STRATFORD LEVEE PROJECT

in accordance with the Plans and Specifications thereof on file in the office of the Department of Public Works, County of Kings, 1400 W. Lacey Blvd., Hanford, California.

#### SCOPE OF WORK

Raise the Manteca Levee to an elevation of 188.5'. The levee shall be 12' wide at the top and shall be from 18<sup>th</sup> Avenue to 17<sup>th</sup> Avenue (approximately 5310 linear feet). Rework and compact the side slopes of the levee. Reconstruct the intersection of 19<sup>th</sup> Avenue and Manteca Ave.

#### PLANS AND SPECIFICATIONS AVAILABLE:

Plans and Specifications and addenda for the work may be obtained at the Purchasing Division page of the Kings County website,  
<https://www.countyofkings.com/departments/administration/purchasing/requests-for-proposals>.

#### SEALED BIDS:

**Bid Location:** Sealed bids on the above project shall be filed with the **Purchasing Manager of the County of Kings at 1400 W. Lacey Blvd., Building No. 6, Hanford, California, 93230.**

**Bid Date/Time:** **On or before 2:00 p.m, local time, on August 1, 2023.** Said bids will be opened in public at or after 2:00 p.m. local time of said day in the office of the Purchasing Manager. Bids shall be submitted only on the forms provided thereof.

#### BIDDER'S BOND:

Bids must be accompanied by a bidder's bond approved by the County or a certified or cashier's check for at least 10 percent of the amount bid and made payable to the County of Kings, State of California. Said Bidder's Bond or certified or cashier's check shall be declared forfeited if the successful bidder refuses or neglects to enter into contract after being so requested by the County. Said Bond shall be obtained from an admitted surety company satisfactory to the County.

#### CONTRACTOR'S LICENSE REQUIRED:

The County will not consider or accept any bids from contractors who are not licensed to do business in the State of California and are in possession of a current Class A contractor's license.

If the license classification specified herein above is that of a "Specialty Contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the Contract shall itself construct a majority of the Work in accordance with the provisions of the Business and Professions Code.

**SUBCONTRACTOR'S LIST:** Each bid filed shall set forth:

- a. The work to be performed and the name and the location of the place of business of each subcontractor who will perform work or labor or render services to the general contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of

## STRATFORD LEVEE PROJECT

California who, under contract with the general contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of 1 percent of the general contractor's total bid;

- b. The portion of the work which will be done by each subcontractor, as required by Section 4104 of the Public Contract Code; and
- c. All bids shall be submitted subject to the terms, conditions, and penalties of Sections 4100 through 4113 inclusive of the Public Contract Code.

### **BONDS AND INSURANCE REQUIRED:**

- a. Performance and Maintenance Bond(s) - The successful bidder shall file with the County, at the time of execution of the Contract, a Performance Bond acceptable to the County in the full amount of the Contract Price, as security for the faithful performance of the Contract for the construction of the Work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of the final acceptance of the Work by the County.
- b. Payment Bond - The successful bidder shall file with the County, at the time of execution of the Contract, a Payment Bond acceptable to the County in the full amount of the Contract Price, as security for the payment of all persons supplying labor and materials for the construction of the Work.
- c. Form of Bonds - The Bonds shall be submitted on the bond forms contained in these Contract Documents or shall be in substantial compliance with same. Compliance shall be judged solely by the County of Kings.
- d. All bonds required, whether Bid, Performance, Payment, or Maintenance shall be issued by an admitted surety insurer. The Bid Bond and Payment Bond must be issued by the same admitted surety insurer. The Bonds required by these specifications will neither be accepted nor approved by the County unless the Bonds are underwritten by an admitted surety, the requirements of California Code of Civil Procedure section 995.630(a) and (b) are met, and the Bond is accompanied by the County Clerk's certificate as provided for in Code of Civil Procedure section 995.640(b). The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of each bond. The bidder must submit, together with the Bonds, the following documents:
  - 1. The original, or certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so for and in behalf of the Owner.
  - 2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
  - 3. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
  - 4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officer's certificate as defined in Section 173 of the California Corporations Code.

If the surety insurer is found not to be an admitted surety insurer, the bid shall be determined to be non-responsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities

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in an amount equal to or in excess of the amount of the bond as set forth in Section 12090 of the California Insurance Code, or if the bidder fails to provide the specified documents, the bid may be determined to be non-responsive and may be rejected.

- e. Power-of-Attorney - The Attorney-in-Fact who executes this bond on behalf of the Surety must attach a notarized copy of his or her power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.
- f. Surety - The Surety furnishing these bonds shall have a sound financial standing, a record of service satisfactory to the County of Kings, and be authorized to do business in the State.

The successful bidder shall be required to furnish certificates indicating that he or she carries adequate worker's compensation insurance and public liability and property damage insurance, which list the County as an additional insured.

### **SUBSTITUTION OF SECURITIES:**

Bidders are hereby put on notice that the successful bidder may substitute securities for any monies withheld by County of Kings to insure performance of the Contract pursuant to Public Contracts Code Section 22300.

### **PREVAILING WAGE PROVISION:**

- a. Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of contractor or any subcontractor engaged in work on the project under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the contractor or any subcontractor and such laborers and mechanics.
- b. Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.
- c. The foregoing specified prevailing wage rates are minimum rates only, and the contractor may pay any wage rate in excess of the applicable rate as contained in this contract.
- d. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the Owner shall forfeit \$200.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which the worker is employed. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. NOTE: An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages or liability for any penalties pursuant to Labor Code Sections 1770, et seq..
- e. Copies of the applicable prevailing wage rates are available at the website of the California Department of Industrial Relations, <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>.
- f. Any or all portions of this Section shall not be applicable to the extent that Contractor is specifically exempted from said requirements by statute. However, in the event that Contractor is so exempted, Contractor shall provide the legal authority for the claimed exemption.



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## DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Bidders are advised that, as required by federal law, the County of Kings is implementing Disadvantaged Business Enterprise requirements for this project (DBE).

The DBE contract goal is 0.00 percent.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991 AND THE UNITED STATES CODE, TITLE 49 CFR PART 661 AS MODIFIED SEPTEMBER 28, 2007 AND THE INFRASTRUCTURE INVESTMENT AND JOBS ACT OF NOVEMBER 15, 2021.**

## MISCELLANEOUS:

The County of Kings reserves the right to reject any or all bids or to waive any informality in any bid.

If this contract is awarded, then the Notice of Award shall be issued to the lowest responsible bidder within sixty (60) days following the bid opening.

Unless otherwise required by law, no bidder may withdraw his bid for a period of 60 days after the date the Board awards bid to the lowest responsible bidder. The Bid Bond shall be returned 60 days from the time the Award is made.

BY ORDER OF THE KINGS COUNTY BOARD OF SUPERVISORS, Hanford, California.

Original Signed

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Richard Valle  
Chairman, Kings County Board of Supervisors

Date of Publication: July 15 & 29, 2023

# STRATFORD LEVEE PROJECT

## SECTION 00 20 00 INSTRUCTIONS TO BIDDERS

### PREPARATION OF PROPOSAL:

The outside of the envelope in which the bid is submitted shall include the bidders name and be plainly marked:

### STRATFORD LEVEE PROJECT

Bids shall be made upon the forms included in these specifications and available at the Purchasing Division page of the Kings County website, <https://www.countyofkings.com/departments/administration/purchasing/requests-for-proposals>. All items shall be filled in and the signatures of all persons signing shall be in longhand. Unless bids are submitted on these forms, they will not be considered by the Board. Each bidder shall write out the total amount of his or her bid in addition to inserting the same in figures.

Mistakes must be corrected and the correction inserted. Corrections must be initialed in ink by the person presenting the proposal.

### EXAMINATION OF CONTRACT DOCUMENTS:

The bidders shall carefully examine the Plans and Specifications, and satisfy themselves as to their sufficiency. The bidders shall not at any time after submission of the bids, dispute or complain of the Plans and Specifications, the directions explaining or interpreting them, or assert that there is any misunderstanding in regard to the location, extent, nature, or amount of work to be performed.

Should a bidder find discrepancies in, or omissions from, the Plans and Specifications, or should he or she be in doubt as to their meaning, he or she shall at once notify the Engineer, and should it be found that the point in question is not clearly and fully set forth, a written Addendum will be sent to all bidders and made a part of the contract. The Engineer will not be responsible for any oral instructions. No proposal will be considered which makes exceptions, changes, or reservations to the Plans or Specifications. Exceptions, explanations, or alternate proposals may be made on a separate sheet, attached to the proposal form. However they will not be considered in determining the low bid.

### EXAMINATION OF PROJECT SITE:

Bidders shall examine the site and have full knowledge of all facilities and difficulties affecting the work which may not be set forth herein. No allowance shall subsequently be made because of lack of such examination or knowledge.

Bidders are presumed to have visited and inspected the site and familiarized themselves with the conditions there existing. The submittal of a bid shall be considered an acknowledgment on the part of the bidder of familiarity with the conditions at the construction site.

### SUBCONTRACTOR LIST:

Pursuant to the provisions of Section 4104 of the Public Contract Code of the State of California, every bidder shall set forth in his or her bid the following:

- a. Subcontractor Information: The work performed, the name, and location of the place of business of each subcontractor who will perform work or labor or render services to the bidder in or about the construction of the work or improvement in an amount in excess of 1/2 of 1 percent of the bidder's total bid.

## STRATFORD LEVEE PROJECT

- b. Work Conducted by Subcontractor: The portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of 1/2 of 1 percent of the bidder's total bid, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the Owner, either:
1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
  3. Other than in the performance of Change Orders, causing changes or deviations from the Contract, sublet, or subcontract any portion of the work in excess of 1/2 of 1 percent of the total bid as to which his original bid did not designate a subcontractor.

All bids shall be submitted subject to the terms, conditions, and penalties of Sections 4100 to 4113, inclusive, of said Public Contract Code, as AMENDED.

### **NON-COLLUSION AFFIDAVIT:**

Bidders shall include with their bids a signed affidavit stating that their bid is not a sham or a collusive bid. The affidavit is to be signed exactly as worded, alternative wording will not be accepted. Notarization of signature is required. The affidavit is included with the Proposal.

### **BIDDER'S BOND:**

Bids must be accompanied by a bidder's bond approved by the County of Kings or a certified or cashier's check for at least 10 percent of the amount bid and made payable to the County of Kings, State of California. Said bidder's bond shall be by an admitted surety insurer, cash, certified or cashier's check and shall be declared forfeited if the successful bidder refuses or neglects to enter into a contract after being requested to do so by the Kings County Board of Supervisors.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form contained in the Proposal, or one conforming substantially thereto in form and content, as determined by the County of Kings.

### **RETURN OF BID SECURITY:**

Contractors submitting bids on this work agree that the Board may retain the bid security submitted with the bid for 60 days after the Board awards the bid to the lowest responsible bidder. Retained security will be returned 60 days after the bid is awarded or immediately in case all bids are rejected.

### **AWARD OF CONTRACT:**

Within sixty (60) calendar days after opening of Proposals, the Board of Supervisors will accept one of the Proposals or will act in accordance with BASIS OF AWARD, below. The acceptance of the Proposal will be by written Notice of Award, mailed to the office designated in the Proposal, or delivered to the lowest responsible bidder's representative. In the event of failure of the lowest responsible bidder to sign the Construction Agreement and provide an acceptable Performance Bond, Payment Bond, and insurance certificates, the County of Kings may award the contract to the next lowest responsible bidder. Such award, if made, will be made within 90 days after opening of Proposals.

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## TYPE OF PROPOSAL:

The Proposal for the work is to be submitted on a Lump Sum basis. Lump Sum amounts shall be submitted on all items of work set forth in the Proposal. All items required to complete the work specified or shown on the Plans, but not included in the Proposal shall be considered incidental to those set forth in the Proposal.

## BASIS OF AWARD:

The contract will be awarded to the lowest single responsible bidder. However, the County of Kings reserves the right to reject any and all bids if deemed excessive and re-advertise for bids, provide for the work to be done by alternative means, or not construct the project at all. The County of Kings also reserves the right to waive any informality or irregularity in any bid.

## EXECUTION OF CONTRACT:

The successful bidder shall execute the contract in accordance with the proposal as accepted within 10 working days of the date of mailing the Notice of Award to him or her at his or her address given below and secure workmen's compensation and any other required insurance and bonds within said time. If the bidder should fail to do so, the certified or cashier's check or surety bond and the money payable thereon accompanying the bid, shall become the property of, and be retained by, the County of Kings as liquidated damages for such failure, provided that if the successful bidder shall execute the contract, secure workmen's compensation, and any other required insurance and bonds, his or her check or bid bond shall be returned to him or her within 10 days thereafter.

## CONTRACT BONDS:

- a. Performance and Maintenance Bond(s) - The successful bidder shall file with the County, at the time of execution of the Contract, a Performance Bond acceptable to the County in the full amount of the Contract Price, as security for the faithful performance of the Contract for the construction of the Work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of the final acceptance of the Work by the County.
- b. Payment Bond - The successful bidder shall file with the County, at the time of execution of the Contract, a Payment Bond acceptable to the County in the full amount of the Contract Price, as security for the payment of all persons supplying labor and materials for the construction of the Work.
- c. Form of Bonds - The Payment Bond shall be submitted on the bond form contained in these Contract Documents or shall be in substantial compliance with same. Compliance shall be judged solely by the County of Kings.
- d. All bonds required, whether Bid or Payment, shall be issued by an admitted surety insurer. The Bid Bond and Payment Bond must be issued by the same admitted surety insurer. The Payment Bond required by these specifications will neither be accepted or approved by the County unless the bond is underwritten by an admitted surety and unless the requirements of California Code of Civil Procedure section 995.630(a) and (b) are met and the bond is accompanied by the County Clerk's certificate as provided for in California Code of Civil Procedure section 995.640(b). The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of each bond. The bidder must submit together with the Payment Bond, the following documents:

## STRATFORD LEVEE PROJECT

1. The original, or certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so for and on behalf of the bidder.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officer's certificate as defined in Corporations Code section 173.

If the surety insurer is found not to be an admitted surety insurer, the bid shall be determined to be non-responsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities in an amount equal to or in excess of the amount of the bond, subject to Section 12090 of the Insurance Code, or if the bidder fails to provide the specified documents, the bid may be determined to be non-responsive and may be rejected.

- e. Power-of-Attorney - The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his or her power-of-attorney as evidence of his or her authority to bind the Surety on the date of execution of the bond.
- f. Surety - The Surety furnishing these bonds shall have sound financial standing, a record of service satisfactory to the County of Kings, and be authorized to do business in the State of California.

### NOTICE TO PROCEED:

The successful bidder shall commence work within ten (10) calendar days after the receipt of the written Notice to Proceed or, if no such written Notice to Proceed is issued, within ten (10) calendar days from the date of execution of the Construction Agreement.

### TIME FOR COMPLETION:

The successful bidder shall complete said work within **forty five (45) working days** from the date of commencement work as defined in the above paragraph "Notice to Proceed".

### PERFORMANCE OF WORK:

The work shall be performed in a workmanlike, diligent, and expeditious manner with such force and materials as may be required, time being of the essence of the contract.

# **CONSTRUCTION AGREEMENT**

# STRATFORD LEVEE PROJECT

## CONSTRUCTION AGREEMENT

For

### STRATFORD LEVEE PROJECT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Kings, hereinafter referred to as "Owner", and \_\_\_\_\_, hereinafter referred to as "Contractor"

That the parties hereto, for and in consideration of the covenants, promises and agreements to be made, kept and performed as hereinafter set forth, do agree as follows:

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The complete Contract between the Owner and the Contractor shall consist of the following Contract Documents: The Notice to Contractors, the Bonds, the Instruction to Bidders, the Accepted Bid Proposal, all Addenda, this Construction Agreement, the General Conditions, Supplemental Conditions the Drawings and Specifications, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, Notice of Completion, and modifications incorporated in those documents. The Contract, Drawings, and Specifications are intended to supplement one another. A complete listing of the Contract Documents can be found in Article 9.

#### ARTICLE 2 THE WORK

The Contractor agrees to furnish at his own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation and services necessary to complete the construction of the **STRATFORD LEVEE PROJECT** and in strict accordance with the Contract Documents. All such work shall be completed in a good and workmanlike manner.

#### ARTICLE 3 TIME FOR COMPLETION:

**3.1** For the purpose of determining the contract completion date, the date of commencement shall be ten (10) calendar days after receipt of written Notice to Proceed, or if no such written Notice to Proceed is issued, it shall be 10 calendar days from the date of this Agreement.

**3.2** The Base Bid Work shall be commenced on the date provided for in Paragraph 3.1, and shall be diligently pursued by the Contractor and completed not later than **forty five (45) working days** from the date of commencement for the base bid.

#### ARTICLE 4 THE CONTRACT PAYMENT

**4.1** In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, and the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction, and completion of the said work as described in Article 1 hereof in strict accordance with the Plans and Specifications therefore, the Owner agrees to pay and cause to be paid to the Contractor the Contract Sum of \$ \_\_\_\_\_ lawful money of the United States, subject to any additions or deductions as provided in the Contract Documents.

## STRATFORD LEVEE PROJECT

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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### **ARTICLE 5 PROGRESS PAYMENTS**

5.1 Applications for Payment shall be submitted monthly in a timely manner by the Contractor on or before the date mutually agreed upon by the Owner and Contractor. The form shall be approved by the Owner.

5.2 Progress Payments shall be made once each month, on or about a date to be determined by the Owner. The amount shall be based on the percent completion of each portion of work completed at the end of the month covered by the Application of Payment. Payment of undisputed contract amounts (progress payments) is contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

5.3 The progress payment amount shall be adjusted as set forth in Article 6 of the General Conditions.

### **ARTICLE 6 FINAL PAYMENT**

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when 1) the Contract has been fully performed by the Contractor, and 2) a final Certificate for Payment has been issued by the Inspector. Such final payment shall be made by the Owner not more than 60 days after the recording of the Notice of Completion.

6.2 Pursuant to Public Contract Code Sections 7107 and 7201, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. Except as so withheld, the Owner shall release the retention withheld within 60 days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code section 7107. In the event that retention payments are not made within the time periods required by Public Contract Code section 7107, the Owner shall be subject to the interest payment provisions of Public Contract Code section 7107.

### **ARTICLE 7 MISCELLANEOUS**

7.1 Liquidated Damages shall be imposed upon the Contractor should the Contractor fail to complete this contract and the work provided herein within the time fixed for such completion. Subject to Public Contract Code section 7203, the Contractor shall also become liable to the Owner for all loss and damage which the latter may suffer on account thereof.

7.2 IT IS HEREBY FURTHER AGREED, that in case the Contractor does not complete the work within the days as herein provided, for reasons or causes other than those provided for in the Contract Documents hereof, the Owner will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be **\$1,500.00** per calendar day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this contract.



## STRATFORD LEVEE PROJECT

7.3 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.

### **ARTICLE 8 TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 10 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 10 of the General Conditions.

### **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The agreement is this executed standard form of Construction Agreement.

9.1.2 The General Conditions are the General Conditions dated August 2019.

9.1.3 The Supplementary Conditions, and any other Conditions of the Contract are those detailed below:

Document	Date	Pages
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9.1.4 The Specifications contained in the contract documents approved by the Kings County Board of Supervisors, as amended by addendum.

9.1.5 The Drawings contained in the Contract Documents approved by the Kings County Board of Supervisors, as amended by Addenda.

9.1.6 The Addenda, if any, are as follows:

Number	Date
--------	------

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: those documents listed in Article 1.

### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

10.1 Headings in any contract document may be useful in the construction of ambiguous language, but are for convenience only and shall not be construed to extend the scope, meaning, or intent of the document or to control in the event of a direct conflict with any express provision thereof. Wherever the context so requires, the neuter gender includes the feminine and masculine and vice versa, the singular includes the plural and vice versa, and the word "person" includes any jurisdictional person, including a corporation, partnership, firm, or association. "Shall," "will," and "agrees" are mandatory, and "may" is permissive. Any reference to term includes extensions of such term. Any word or phrase expressly defined by this Agreement shall carry the defined meaning unless the context unambiguously requires otherwise.

10.2 This Agreement, including each of the contract documents enumerated in Articles 1 and 9 and any exhibit thereto, shall constitute the entire Agreement between the parties, and shall not be modified, amended, altered, or changed except as provided for therein or otherwise by a written document signed by both parties. No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable

## STRATFORD LEVEE PROJECT

provisions of this Agreement. The parties agree to execute such additional documents as may be necessary to carry out the intent and provisions of this Agreement.

**10.3** Contractor shall prevent unauthorized disclosure of any of Owner's confidential information, and shall not use any confidential information shared with it for any purpose other than carrying out Contractor's obligations under this Agreement.

**10.4** Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance, including but not limited to prevailing wage laws and other labor and employment laws affecting wages, hours, and conditions of employment, licensing laws, safety regulations, and purchasing practices. Without limiting the generality of the foregoing:

**10.4.1** Contractor represents that it, its employees, officers, and directors, and the immediate family members of its employees, officers, and directors, have no direct or indirect conflict of interest, which conflicts with the rendering of services under this Agreement; neither shall any such interest be acquired, and Contractor shall disclose any conflict of interest that may arise in writing to Owner. A "conflict of interest" includes any circumstance or activity that is likely to cause or encourage any of Owner's officers, employees, or agents to violate Part IV of Owner's Purchasing Policy, last revised May 24, 2016.

**10.4.2** Contractor is knowledgeable of Government Code section 8350, et seq., regarding a drug free workplace, and shall abide by and implement its statutory requirements.

**10.4.3** In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination, and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, or sexual orientation. Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training including apprenticeship. Further, Contractor will include this provision in all of its subcontracts to perform work under this Agreement.

**10.5** This Agreement, including any other contract documents enumerated herein in Articles 1 and 9 that must be executed by the Parties, may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**10.6** Any language in this Agreement found to be ambiguous shall be construed in the manner that best effectuates the objects and purposes of the Agreement. This Agreement represents the contributions of both parties, who each have the opportunity to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

**10.7** Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

**10.8** Nothing in this Agreement may be construed to create, and the parties do not intend to create, an independent right of action in any third party.

**10.9** This Agreement shall be governed in all respects by the laws of the state of California, wherein the Agreement has been executed and delivered.

**10.10** Whenever this Agreement requires notice of any kind but fails to indicate the manner in which notice should be given and the person to whom it should be delivered, notice shall be given in writing by personal service or by prepaid first-class mail addressed as follows:

**STRATFORD LEVEE PROJECT**

**OWNER:**

COUNTY OF KINGS  
PUBLIC WORKS DIRECTOR  
KINGS COUNTY GOVERNMENT CENTER  
1400 W. LACEY BLVD.  
HANFORD, CA 93230

**CONTRACTOR:**

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

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three days following the date of mailing or the date of delivery reflected on a return receipt, whichever occurs first.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed by the Chairman of the Board of Supervisors and the Contractor has executed this Agreement on the day and year first above written.

\_\_\_\_\_ OWNER:

\_\_\_\_\_ By

\_\_\_\_\_ CONTRACTORS:

\_\_\_\_\_ By

NOTE: If the Contractor executing this contract is a corporation, a certified copy of the By-Laws, or of the Resolution of the Board of Directors, authorizing the officers of said corporation to execute the contract and the bonds required thereby must be annexed thereto.

**BONDS**

**STRATFORD LEVEE PROJECT**

SECTION 00 43 13  
BIDDER'S BOND

We,

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

as Surety, are bound unto \_\_\_\_\_

as Owner (Obligee), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

Whereas, the Principal is submitting a bid to the Obligee, for

**STRATFORD LEVEE PROJECT**

for which bids are to be opened at the Office of the Purchasing Manager of the County of Kings, Kings County Government Center, 1400 West Lacey Boulevard, Building 6, Hanford, California, on or after **2:00 p.m., local time, on August 1, 2023.**

NOW, THEREFORE, if Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signature, enters into a written contract in the prescribed form and in accordance with the bid, and files three bonds with the Obligee, one to guarantee faithful performance, another to remedy without cost any defects during the guarantee period and the third to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_, 20\_\_

Principal

Surety

By:  
Attorney-in-Fact

**STRATFORD LEVEE PROJECT**

SECTION 00 45 00  
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Kings SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me

\_\_\_\_\_, personally appeared

\_\_\_\_\_, personally known to me (or proved Attorney-in-Fact to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of

\_\_\_\_\_, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)  
Notary Public

**STRATFORD LEVEE PROJECT**

SECTION 00 61 13  
CALIFORNIA PERFORMANCE BOND

BOND NO.

AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that

of

hereinafter called the CONTRACTOR (Principal), and

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto **COUNTY OF KINGS** as OWNER (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain

Contract hereto attached, with the OWNER, dated \_\_\_\_\_, 20\_\_, for:

**STRATFORD LEVEE PROJECT**

NOW, THEREFORE, if the CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

Whenever the Contractor shall be, and declared in default under the contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the contract in accordance with its terms or conditions; or
- (2) Obtain a bid or bids for submission to Owner for completing the contract in accordance with its terms or conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final payment under contract falls due.

**STRATFORD LEVEE PROJECT**

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.  
IN WITNESS WHEREOF, the above parties bounded together have executed

this instrument this \_\_\_day of \_\_\_\_\_, 20\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By \_\_\_\_\_(Seal)

Attest

SURETY

By \_\_\_\_\_(Seal)

Attest

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charged \$

\* \* \* \* \*



**STRATFORD LEVEE PROJECT**

SECTION 00 61 16  
CALIFORNIA PAYMENT BOND

BOND NO.

AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that

of

hereinafter called the CONTRACTOR (Principal), and

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto **COUNTY OF KINGS** as OWNER (obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_),  
lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated \_\_\_\_\_, 20\_\_, for:

**STRATFORD LEVEE PROJECT**

That, if said Contractor, his or its heir, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100 or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18664 of the Revenue and Taxation Code, with respect to such work and labor that the Surety or Sureties will pay for the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

That, this bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give right of action to such persons or their assigns in any suit brought upon this bond.

Now, therefore, if the CONTRACTOR shall promptly make payment to all persons who supply labor and materials in the prosecution of work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereinafter be made, without notice to the Surety, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**STRATFORD LEVEE PROJECT**

CONTRACTOR

By

Attest

SURETY

By \_\_\_\_\_ (Seal)

Attest

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

Total amount of premium charged \$ \_\_\_\_\_.

\* \* \* \* \*

**STRATFORD LEVEE PROJECT**

SECTION 00 61 19  
MAINTENANCE BOND

BOND NO.

AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that

of

hereinafter called the CONTRACTOR (Principal), and

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto **COUNTY OF KINGS** as OWNER (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain

Contract hereto attached, with the OWNER, dated \_\_\_\_\_, 20\_\_, for:

**STRATFORD LEVEE PROJECT**

NOW, THEREFORE, the condition of this obligation is such that if above bonded CONTRACTOR shall remedy without cost to the said OWNER any defects which may develop during a period of one year from the date of completion and acceptance of the work performed under said contract provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above parties bounded together have executed

this instrument this \_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**STRATFORD LEVEE PROJECT**

CONTRACTOR

By \_\_\_\_\_(Seal)

Attest

SURETY

By \_\_\_\_\_(Seal)

Attest

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charged \$

\* \* \* \* \*

## **DBE REQUIREMENTS**

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Cost Proposal Due Date \_\_\_\_\_ PE/CE

Federal-aid Project No(s). \_\_\_\_\_ Bid Opening Date \_\_\_\_\_ CON

The \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_ for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:



### Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Bid Amount: \_\_\_\_\_  
 8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

<b>Local Agency to Complete this Section upon Execution of Award</b>		<b>16. TOTAL CLAIMED DBE PARTICIPATION</b>	
22. Local Agency Contract Number:	_____		%
23. Federal-Aid Project Number:	_____		
24. Bid Opening Date:	_____		
25. Contract Award Date:	_____		
26. Award Amount:	_____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature	_____	28. Date	_____
29. Local Agency Representative's Name	_____	30. Phone	_____
31. Local Agency Representative's Title	_____	17. Preparer's Signature	_____
		18. Date	_____
		19. Preparer's Name	_____
		20. Phone	_____
		21. Preparer's Title	_____

- DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
 3. Include additional copy with award package.

**INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT****CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** - Enter [NAICS or Work Category Codes from the California Unified Certification Program database](#).
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 16. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

**LOCAL AGENCY SECTION**

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

## Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:
-------------------------

**Photocopy this form for additional firms.**

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

## Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER: \_\_\_\_\_

**Photocopy this form for additional firms.**

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
					DIR Reg Number				
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	

**Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors**

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract <a href="#">Acceptance</a> Date	
5. Contractor/Consultant			6. Business Address				7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED</b>			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Acceptance Date** - Enter the date the contract was [accepted by the Local Agency](#).
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. [If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals.](#) The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

**EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE**

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments		

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>					
14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name		16. Phone	17. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b>					
18. Local Agency Representative's Signature		19. Local Agency Representative's Name		20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.



### EXHIBIT 9-F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) RUNNING TALLY OF PAYMENTS

Save this form using the following naming convention, [9 digit Federal Aid number]-[yyyymm]-[ss].xlsx. [yyyymm] is the reporting period. [ss] is two digit sequential numbering, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 1234(567)-202207-01.xlsx. Prime contractors/consultants are required to submit this form no later than the 10th of the following month, after submitting an invoice for reimbursement that includes a payment to a DBE. If no payments have been made, do not submit the form. Email this form to Business.Support.Unit@dot.ca.gov with a copy to their local administering agencies. **Do not submit this form with the invoice, it will not be processed.**

(1) Reporting Period (mm-yyyy)		(2) Federal Aid Project Number		(3) Caltrans District			(4) Local Agency
(5) Contract Number		(6) Total Contract Award Amount (\$)		(7) DBE Goal Percentage (%)			(8) DBE Committed Percentage (%)
(9) Business Name		(10) Amount Prime Invoiced This Period (\$)		(11) Amount Paid to Prime To Date (\$)			(12) Prime Certified DBE?
(13) DBE Subcontractor/Subconsultant Name	(14) DBE Cert. Number	(15) Contract Type	(16) Date of Payment	(17) Amount of This Payment	(18) Amount Paid To Date	(19) Amount Committed To This DBE	(20) Comments
Totals			\$0	\$0	\$0		

List all DBEs regardless of tier, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed. Select the most appropriate contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider) for the DBE from dropdown list.

By executing this 9-F, Contractor/Consultant represents and warrants, under penalty of perjury, that:  
 Contractor/Consultant contracted with the Disadvantaged Business Enterprise companies (DBEs) as set forth in their awarded bid on Contract number \_\_\_\_\_  
 Contractor/Consultant paid the full amounts listed on their 9-F to the DBEs set forth in Contractor's awarded bid, without reduction or offset.

(21) Prime Contractor/Consultant Manager's Name (Print)	(22) Business Phone Number	(23) Date

COPY DISTRIBUTION: Original - Prime Contractor/Consultant, Copy - E-mail: Business.Support.Unit@dot.ca.gov; Copy: Local Administering Agency

**BID PROPOSAL**

**STRATFORD LEVEE PROJECT**

SECTION 00 42 00  
BID PROPOSAL

For

**STRATFORD LEVEE PROJECT**

TO: Purchasing Manager  
County of Kings  
Hanford, California

Gentlemen:

Having carefully examined the Notice to Contractors, Instruction to Bidders, General Conditions, Supplemental Conditions, Specifications, Plans and form of the Construction Agreement for the **Stratford Levee Project** and having examined the site of the work and conditions affecting it, the undersigned proposes to execute the complete work in full accordance with the plans and specifications for the sum quoted below.

**BIDDER'S DECLARATION AND UNDERSTANDING:**

In submitting this proposal, the undersigned understands and agrees that the Kings County Board of Supervisors, Hanford, California, shall and does reserve the right to reject any and all proposals, to accept other than the lowest proposal, and to waive any informality in any proposal.

The undersigned also understands and agrees that said Board reserves the right to accept or reject his or her proposal at any time within 60 days following the date the Board executes the contract with the lowest responsible bidder. The undersigned further understands and agrees that this proposal shall be valid and effective until the expiration of said period and that the certified or cashier's check or bidder's bond accompanying this proposal shall be valid and effective for a period of 90 days following the date the Board executes the contract with the lowest responsible bidder.

The undersigned has carefully examined the sites where the work is to be done, and in addition has carefully examined and is thoroughly familiar with said Drawings and Specifications, and is familiar with local conditions affecting the cost of the construction herein bid upon, and further understands that the County will not be responsible for any errors or omissions on the part of the undersigned in making this proposal.

In submitting this Bid, Bidder represents that:

(a) Bidder has examined copies of all the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

(b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, availability of labor, all local conditions, laws, and regulations that in any manner may affect cost,

## STRATFORD LEVEE PROJECT

progress, performance or furnishing of the Work, and has thoroughly examined the plans and specifications.

(c) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents. No additional information or data will be required by Bidder in order to perform and furnish the Work at the contract Price, within the contract Time, and in accordance with the other terms and conditions of the Contract documents, including specifically the provisions of the General Conditions.

(d) Bidder has correlated the results of all such observations with the terms and conditions of the Contract Documents.

(e) Bidder has given Owner written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder.

### EXECUTION OF CONTRACT AND NOTICE TO PROCEED:

The successful bidder shall execute the contract in accordance with the proposal as accepted, within 10 working days of the date of mailing the Notice of Award to him or her at his or her address as given below and secure workmen's compensation and any other required insurance and bonds within said time. If the bidder fails to do so, the certified or cashier's check or surety bond and the money payable thereon accompanying the bid shall become the property of, and be retained by, the Kings County Board of Supervisors as liquidated damages for such failure, provided that if said undersigned shall execute the contract, secure workmen's compensation, and any other required insurance and bonds, his or her check or bid bond shall be returned to him or her within 10 days thereafter.

### TIME FOR COMPLETION:

The successful bidder shall complete said Base Bid work within forty five (45) working days from the date of commencement work as defined in the above paragraph "Notice to Proceed".

The undersigned understands and agrees that time of performance is of the essence of the contract.

The undersigned agrees, if awarded the contract for the work included in the Proposal as accepted, to commence work within 10 calendar days after the receipt of written Notice to Proceed or, if no such written Notice to Proceed is issued, within 10 calendar days from the date of execution of the Construction Agreement.

### LIQUIDATED DAMAGES:

The undersigned further agrees that there may be deducted from this contract price the sum of **\$1,500.00 per calendar day** for each work day beyond the original contract completion time, excepting any extension obtained for cause.

### BID BOND:

The certified or cashier's check, or bidder's bond accompanying this proposal is equal to 10 percent or more of the total sum or sums bid under the several bid proposals.

Enclosed find (check one):

- Bidder's Bond
- Certified Check
- Cashier's Check No.\_\_\_\_in the amount of  
for 10% of the bid amount

## STRATFORD LEVEE PROJECT

**BID FORM**

The undersigned agrees to perform all work within the time provided, assuming the obligation for the liquidated damages herein before specified, for the construction of the **Stratford Levee Project**, as indicated in the Drawings and Specifications, for the lump sum price of:

**Base Bid:**

Item	Description	Unit Of Measure	Estimated Quantity	Unit Price (In Figures-\$)	Item Total (In Figures-\$)
1	Mobilization	LS	1	\$	\$
2	Traffic Control	LS	1	\$	\$
3	Raise the Manteca levee to an elevation 188.5', 12' wide top of levee, from 18 <sup>th</sup> Ave to 17 <sup>th</sup> Ave (5310 LF); Rework and compact the side slope	LS	1	\$	\$
4	Reconstruct the intersection of 19 <sup>th</sup> Ave and Manteca Ave	LS	1	\$	\$

\*All striping and pavement marking shall be paint.

**Base Bid:**

\$ \_\_\_\_\_ DOLLARS (Figures)

\$ \_\_\_\_\_  
(Words)

**STRATFORD LEVEE PROJECT**

**SIGNATURE:**

The names of all persons interested in the foregoing proposal as principals are as follows:

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

The Contractor's license number of the undersigned is: \_\_\_\_\_

License Expires: \_\_\_\_\_

Department of Industrial Relations Registration Number: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone No.:(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_\_

No bid is valid unless signed by the person making the bid. If the party is an individual the same shall be signed by the individual; if the party is a partnership the name of the partnership shall be given and signed by one of the partners; if the same is a corporation the proposal bid must be signed for the corporation by its properly authorized officer or officers.

\*\*\*\*\*

# STRATFORD LEVEE PROJECT

SUBCONTRACTOR LIST

CONTRACTOR NAME: \_\_\_\_\_

## STRATFORD LEVEE PROJECT

The following listed subcontractors are proposed to perform the categories of work hereinafter referred to. All work not covered in the following list will be performed directly by the General Contractor. (Note: This list shall contain the name, address, and telephone number of each subcontractor and an enumeration of work to be performed by each in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.)

WORK TO BE PERFORMED	NAME OF SUB-CONTRACTOR	MAILING ADDRESS/PHONE NUM./CONTRACTOR LICENSE #

**STRATFORD LEVEE PROJECT**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The **bid is not made in the interest of, or on behalf of**, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham . The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], \_\_\_\_\_ [city], \_\_\_\_\_[state].

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

The names of all persons interested in the foregoing proposal as principals are as follows:

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

Contractor's license number of the undersigned is \_\_\_\_\_ License Expires: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_



**STRATFORD LEVEE PROJECT**

Telephone No.: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_\_

No bid is valid unless signed by the person making the bid. If the party is an individual the same shall be signed by the individual; if the party is a partnership the name of the partnership shall be given and signed by one of the partners; if the same is a corporation the proposal bid must be signed for the corporation by its properly authorized officer or officers.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of )

On \_\_\_\_\_ before me  
\_\_\_\_\_) Notary Public

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature  
\_\_\_\_\_

(Seal)

## STRATFORD LEVEE PROJECT

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

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## STRATFORD LEVEE PROJECT

### PUBLIC CONTRACT CODE

#### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has     , has not      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 the 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. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

#### Public Contract Code Section 10162 Questionnaire

In conformance 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 a 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 a safety regulation?

## STRATFORD LEVEE PROJECT

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## STRATFORD LEVEE PROJECT

### Public Contract Code 10232 Statement

In conformance 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.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

## STRATFORD LEVEE PROJECT

### DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

---

## STRATFORD LEVEE PROJECT

### NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

STRATFORD LEVEE PROJECT

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: [ ] a. contract [ ] b. grant [ ] c. cooperative agreement [ ] d. loan [ ] e. loan guarantee [ ] f. loan insurance
2. Status of Federal Action: [ ] a. bid/offer/application [ ] b. initial award [ ] c. post-award
3. Report Type: [ ] a. initial [ ] b. material change
For Material Change Only: year \_\_\_ quarter \_\_\_ date of last report \_\_\_

4. Name and Address of Reporting Entity [ ] Prime [ ] Subawardee Tier \_\_\_\_, if known
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known

6. Federal Department/Agency: Congressional District, if known
7. Federal Program Name/Description: CFDA Number, if applicable \_\_\_\_\_

8. Federal Action Number, if known:
9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)
b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply) \$ \_\_\_\_\_ [ ] Actual [ ] planned
12. Form of Payment (check all that apply): [ ] a. cash [ ] b. in-kind; specify: nature \_\_\_\_\_ value \_\_\_\_\_
13. Type of Payment (check all that apply) [ ] a. retainer [ ] b. one-time fee [ ] c. commission [ ] d. contingent fee [ ] e. deferred [ ] f. other, specify \_\_\_\_\_

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes [ ] No [ ]

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
Signature: \_\_\_\_\_
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Use Only:

Standard Form LLL Rev. 09-12-97

Authorized for Local Reproduction Standard Form - LLL



# STRATFORD LEVEE PROJECT

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

## **SPECIAL PROVISIONS**

**STRATFORD LEVEE PROJECT**

**COUNTY OF KINGS DEPARTMENT OF PUBLIC WORKS**

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**SPECIAL PROVISIONS**

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The work embraced herein shall be done in accordance with the Standard Specifications dated 2022 and the Standard Plans dated 2022, of the Department of Transportation insofar as the same may apply and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

**ORGANIZATION**

Special provisions are under headings that correspond with the main-section headings of the Standard Specifications. A main-section heading is a heading shown in the table of contents of the Standard Specifications.

Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.

^^

**DIVISION I GENERAL PROVISIONS**

**1 GENERAL**

**Add to Section 1-1.01:**

Wherever, in the special provisions and standard specifications, the words State of California, or State are used, they shall be understood to mean – The County of Kings, Located in Kings County, California; also sometimes referred to as "County". Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County or its corresponding agency, office or officer acting under this contract.

Wherever, in the special provisions and standard specifications, the words requirements, conditions, provisions, and laws that are applicable to the State of California rather than the County of Kings – Said

# STRATFORD LEVEE PROJECT

references shall be construed as references to any corresponding requirements, conditions, provisions, and laws which are applicable to the County of Kings.

**Replace the 6<sup>th</sup> paragraph in Section 1-1.05 with:**

A Department not specified as a federal or California department is a County department.

**Add to Section 1-1.07B:**

**Advertisement:** The published notice inviting sealed bids for the construction of the project.

**Caltrans:** The State of California, Department of Transportation.

**County:** The County of Kings, located in Kings County, California.

**Board of Supervisors:** The Board of Supervisors of the County of Kings, California.

**Replace the following definitions in Section 1-1.07B with:**

**Department:** Department of Public Works, County of Kings

**Labor Surcharge and Equipment Rental Rates:** Caltrans publication listing labor surcharge and equipment rental rates.

**State:** The County of Kings, located in Kings County, California.

**Structure Design:** Caltrans Office of Structure Design.

**Replace the 1st paragraph in Section 1-1.12 with:**

Make checks and bonds payable to Kings County.

^^

## 2 BIDDING

**Add to Section 2-1.06A with:**

The Notice to Bidders and Special Provisions and project plans may be viewed at the location specified in the Notice to Bidders.

**Replace the 3<sup>rd</sup> paragraph in Section 2-1.06A with:**

The Bid book, including Notice to Bidders and Special Provisions, project plans, and any addenda to these documents may be accessed at the County's RFP website.

**Add to Section 2-1.33A with:**

On the Subcontractor's List, submit the percentage of each bid item subcontracted with your bid.

**Add to Section 2-1.34:**

Bidder's security shall be made payable to Kings County.

**Replace Section 2-1.44 with:**

### 2-1.44 Bid Discrepancies

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

# STRATFORD LEVEE PROJECT

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County of King's Final Estimate of Cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be co comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Kings, and that discretion will be exercised in the manner deemed by the County of Kings to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Kings respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

**Replace the 1<sup>st</sup> paragraph in Section 2-1.47 with:**

The Department may grant bid relief under Public Contract Code § 5100 et seq. Submit any request for bid relief to the County of Kings Public Works Department. Use the Relief of Bid Request form available at the Caltrans Web site.

^^

### **3 CONTRACT AWARD AND EXECUTION**

**Add to Section 3-1.02 – 3.1.03:**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address:

**Kings County Government Center  
Department of Public Works  
1400 West Lacey Boulevard  
Hanford, California 93230**

# STRATFORD LEVEE PROJECT

The award of the contract, if it be awarded, will be to the lowest responsive and responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays, and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

**Kings County Government Center  
Department of Public Works  
1400 West Lacey Boulevard  
Hanford, California 93230**

**Replace the 1<sup>st</sup> paragraph in Section 3-1.04 with:**

Submit any bid protest to the Department.

**Replace the 1<sup>st</sup> paragraph in Section 3-1.05 with:**

The successful bidder must furnish 3 bonds.

**Replace the 3<sup>rd</sup> paragraph in Section 3-1.05 with:**

2. Performance bond to guarantee the faithful performance of the contract. This bond must be at least equal to 100 percent of the total bid.

**Add to Section 3-1.05**

3. Maintenance bond to guarantee function and performance of installed equipment and workmanship. This bond must be equal to at least 100 percent of the total bid.

**Replace Section 3-1.18 with:**

**3-1.18 CONTRACT EXECUTION**

The successful bidder must sign the Contract form. Deliver to the Department:

1. Signed Contract form
2. Contract Bonds
3. Documents identified in section 3-1.07
4. Documents identified in the Notice of Award

The Department must receive these documents before the 10<sup>th</sup> business day after the bidder receives the contract or as otherwise specified in the project documents.

The bidders' security may be forfeited for failure to execute the contract within the time specified (Pub Cont. Code §§ 10181, 10182, and 10183).

Before the 10<sup>th</sup> business day after the Department receives acceptable Contract, Contract Bonds, insurance documents, and other documents required above, the Department shall sign the Contract and return an executed duplicate to the Bidder. Should the Department not execute the Contract within such period, the Bidder may by written notice withdraw his signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Department.

**STRATFORD LEVEE PROJECT**



**5 CONTROL OF WORK**

**Add to Section 5-1.01 General with:**

Contractor shall attend a mandatory preconstruction meeting and a field meeting to verify the project limits of each roadway segment with the Engineer.

**Replace 1.1.1 in Section 5-1.02 with:**

**1.11A SPECIAL PROVISIONS**

**Add to Section 5-1.02 with:**

**1.11B PROJECT SPECIFICATIONS**

**Add to Section 5-1.13A**

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub. Cont. Code § 4100 et seq., the County of Kings may exercise the remedies provided under Pub Cont. Code § 4110. The County of Kings may refer the violation to the Contractors State License Board as provided under Pub Cont. Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators. Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.). Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site at: <http://www.dir.ca.gov/dlse/debar.html>.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 5 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

**Section 5-1.25 is replaced with:**

**5-1.24 AS-BUILT DRAWINGS**

Maintain a set of full-size drawings on the job site. On these drawings, mark all as-built conditions, locations, configurations, and provide all other supplemental details to accurately depict the as-built conditions.

Prior to final acceptance, submit the as-built drawings to the Engineer.

The Engineer will deduct the costs for collecting omitted as-built conditions.

# STRATFORD LEVEE PROJECT

Payment for preparing and submitting as-built drawings to the Engineer is included in the various items of work involved and no separate payment will be made.

**Replace Section 5-1.25:**

**5-1.27F DAILY REPORTS**

Your jobsite superintendent or foreman, and subcontractor’ foremen, must prepare daily reports for each work day on the project. Daily reports must include:

- 1. Date;
- 2. Weather;
- 3. Worker names;
- 4. Equipment used on the work;
- 5. Subcontractors working on-site;
- 6. Straight time and overtime hours of work for workers and equipment used. Hours of work must be categorized under Bid Items of work or change order work that workers and equipment worked on during that day;
- 7. Description of work progress, work completed, damage to work, delays to the work;
- 8. Quality control tests performed;
- 9. Worker injuries;

Daily reports for the previous workday must be submitted to the Engineer by 12:00 PM on the following work day.

Payment for preparing and submitting daily reports to the Engineer is included in the various items of work involved and no separate payment will be made.

**Replace Section 5-1.27E with:**

**5-1.27E CHANGE ORDER BILLS**

Maintain separate records for change order work costs.

Submit change order bills in hard copy to the Department.



## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

**Add to Section 7-1.02k(3) with:**

Submit certified payroll records to the County at the following address:

Kings County Government Center  
Department of Public Works  
1400 W. Lacey Boulevard  
Hanford, CA 93230

**Delete paragraphs 5 through 7 of Section 7-1.02K(3)**



## 8 PROSECUTION AND PROGRESS

**Replace Section 8-1.02C(10) with:**

**8-1.02C(10) PAYMENT**



# STRATFORD LEVEE PROJECT

Payment for progress schedule (critical path method) is included in the various items of work involved and no separate payment will be made.

**Add to the end of Section 8-1.07C:**

The Department does not make a payment adjustment for overhead incurred during nonworking days that extend the Contract into an additional construction season.

**Replace Section 8-1.08 with:**

**8-1.08 WEEKLY PROGRESS MEETINGS**

You must attend weekly progress meetings, if scheduled and determined by the Engineer to be necessary. The meeting must be attended by your job foreman, safety officer, and representative of the subcontractors actively working or beginning to work at the time of the meeting. Payment for attending weekly progress meetings, if scheduled, is considered included in the various items of work involved.



## 9 PAYMENT

**Add to Section 9-1.01**

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

After acceptance of the contract pursuant to the provisions in Section 5 "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

# STRATFORD LEVEE PROJECT

**Replace Section 9-1.07 with:**

The Department does not adjust payment of HMA due to crude oil price index fluctuations.

**Delete Section 9-1.11**

**Replace Section 9-1.16F with:**

The department shall withhold not more than 5 percent of the contract price until final completion and acceptance of the project.



## DIVISION II GENERAL CONSTRUCTION

### 12 TEMPORARY TRAFFIC CONTROL

**Add to Section 12-1.01:**

The bid item for Temporary Traffic Control includes all items required in Section 12 to perform traffic control for the project, including but not limited to placing temporary pavement striping or markings, and signage (stationary and changeable message signs) as directed by the engineer.

The lump sum price paid for temporary traffic control includes full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in maintain traffic control, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Add to Section 12-4.01:**

The contractor shall conduct operations as to offer the least possible obstruction and inconvenience to the public. It shall also be the responsibility of the contractor to provide and maintain all facilities and means for public safety. Existing traffic patterns shall be maintained during construction.

Residents along the street shall be provided passage as far as practicable. Convenient access to driveways, houses, and buildings along the street shall be maintained and temporary crossings shall be provided and maintained in good condition.

The contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning of any dangerous conditions to be encountered as a result thereof.



### 13 WATER POLLUTION CONTROL

**Replace the paragraph in Section 13-4.04 with:**

Payment for job site management is included in the various items of work involved and no separate payment will be made.



# STRATFORD LEVEE PROJECT

## 14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-8.02 with:

### Permitted Working Hours

<u>Activity</u>	<u>Hours</u>		<u>Days</u>	
	<u>From</u>	<u>To</u>	<u>From</u>	<u>Through</u>
<u>General Construction</u>	<u>7:00am</u>	<u>5:00pm</u>	<u>Monday</u>	<u>Friday</u>
<u>General Construction</u>	<u>No Work Allowed</u>	<u>No Work Allowed</u>	<u>Saturday</u>	<u>Saturday</u>
<u>General Construction</u>	<u>No Work Allowed</u>	<u>No Work Allowed</u>	<u>Sunday</u>	<u>Sunday</u>
<u>General Construction</u>	<u>No Work Allowed</u>	<u>No Work Allowed</u>	<u>Holidays</u>	<u>Holidays</u>

<b>Holiday</b>	<b>Date observed</b>
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	November 26 <sup>th</sup>
Day After Thanksgiving	November 27 <sup>th</sup>
Holiday Closure	December 24 <sup>th</sup> thru January 1 <sup>st</sup>
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September



**FEDERAL REQUIREMENTS FOR  
FEDERAL-AID CONSTRUCTION PROJECTS**

**EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE**  
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.  
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

<b>1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)</b> .....	<b>2</b>
<b>A. Nondiscrimination Statement</b> .....	<b>3</b>
<b>B. Contract Assurance</b> .....	<b>3</b>
<b>C. Prompt Progress Payment</b> .....	<b>3</b>
<b>D. Prompt Payment of Withheld Funds to Subcontractors</b> .....	<b>3</b>
<b>E. Termination and Replacement of DBE Subcontractors</b> .....	<b>4</b>
<b>F. Commitment and Utilization</b> .....	<b>6</b>
<b>G. Running Tally of Attainments</b> .....	<b>7</b>
<b>H. Commercially Useful Function</b> .....	<b>7</b>
<b>I. Use of Joint Checks</b> .....	<b>8</b>
<b>6. CHANGED CONDITIONS</b> .....	<b>9</b>
<b>7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES</b> .....	<b>10</b>
<b>8. BUY AMERICA</b> .....	<b>10</b>
<b>9. QUALITY ASSURANCE</b> .....	<b>11</b>
<b>10. PROMPT PAYMENT</b> .....	<b>11</b>
<b>11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS</b> .....	<b>12</b>
<b>12. FEMALE AND MINORITY GOALS</b> .....	<b>25</b>
<b>13. TITLE VI ASSURANCES</b> .....	<b>26</b>
<b>14. FEDERAL TRAINEE PROGRAM</b> .....	<b>31</b>
<b>15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES</b> .....	<b>32</b>

## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. **An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.**

**If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.**

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will **only** count toward the California Department of Transportation's federally mandated statewide overall DBE goal **if the DBE performs a commercially useful function under 49 CFR 26.55.**

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **A. Nondiscrimination Statement**

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **B. Contract Assurance**

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

#### **C. Prompt Progress Payment**

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

#### **D. Prompt Payment of Withheld Funds to Subcontractors**

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 3:** The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **E. Termination and Replacement of DBE Subcontractors**

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or [replace](#) a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

##### Termination of DBE Subcontractors

[After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:](#)

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, [or is not properly registered with the California Department of Industrial Relations as a public works contractor.](#)
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to



perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent [or exhibits credit unworthiness](#).
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
  - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

#### Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
  - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Quote for bid item work and description of work to be performed
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Subcontracting Request form
    - Revised Exhibit 15-G: Construction Contract DBE Commitment

2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

#### F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. [LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening.](#) If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive [written authorization for a termination or replacement from the Agency](#).

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

### G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

### H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE’s work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5<sup>th</sup> of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

### **I. Use of Joint Checks**

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
5. **CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).
6. **CHANGED CONDITIONS**

#### A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. *[This provision may be omitted by the Local Agency, at their option.]*

#### B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

### C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

## 7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of \_\_\_\_\_ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County \_\_\_\_\_ the sum of \$ \_\_\_\_\_ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

## 8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

### Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.



**Manufactured Products**

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

**Construction Materials**

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

**Waivers**

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. \_\_\_\_\_
2. \_\_\_\_\_

**9. QUALITY ASSURANCE**

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

**10. PROMPT PAYMENT****A. FROM THE AGENCY TO THE CONTRACTORS**

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned

pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

## **B. FROM THE AGENCY TO THE CONTRACTORS**

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the Contractor.

## **11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS**

*[The following 12 pages must be physically inserted into the contract without modification.  
Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN  
DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS]*



FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT  
PROVISIONS FEDERAL-AID  
CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:**

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. 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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) 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.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.



(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

## 2. Withholding (29 CFR 5.5)

The contracting agency 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, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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. 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 the contracting agency for transmission to the State DOT, the FHWA 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 section 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 the contracting agency.

(2) 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:

(i) 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;

(ii) 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;

(iii) 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.

(3) 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 paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

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.

##### b. Trainees (programs of the USDOL).

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 classification of 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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

## d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 29 CFR 5.5.

**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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility** (29 CFR 5.5)

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency 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 contractor, 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 paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section 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 paragraphs 1 through 4 of this section. 29 CFR 5.5.



**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.



**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

**MINORITY UTILIZATION GOALS**

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	16.1
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	21.5
	CA Los Angeles	19.0
	6000 Oxnard-Simi Valley-Ventura, CA	19.7
	CA Ventura	24.6
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	18.2
	Non-SMSA Counties	
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

**13. TITLE VI ASSURANCES**

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

**APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be

performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant

and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### APPENDIX C

#### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



**APPENDIX D****CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section

- 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions  
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is \_\_\_\_.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of \_\_\_\_\_ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of \_\_\_\_\_ approval for this submitted information before the prime contractor starts work. The City/County of \_\_\_\_\_ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

## **15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

## **GENERAL CONDITIONS**

# STRATFORD LEVEE PROJECT

## SECTION 00 72 00 GENERAL CONDITIONS (August 2019)

### ARTICLE 1 GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

**1.1.1 Owner:** The County of Kings is Owner and is identified as Owner in the Contract Documents.

**1.1.2 Owner's Representative:** Owner's designated representative or to an officer of the County of Kings as may otherwise be designated in the Supplemental Conditions.

**1.1.3 Contractor:** The person or entity identified as such in the Construction Agreement and referred to throughout the Contract Documents as if singular in number. The term Contractor means Contractor or Contractor's authorized representative.

**1.1.4 Inspector:** Owner or its agent employed as the inspector of the Work.

**1.1.5 Subcontractor:** Those contractors, of whatever tier, including manufacturers, dealers, or suppliers, whether general or special, furnishing labor or material, or both, for the Work under contract with Contractor. The singular includes the plural.

**1.1.6 Substantial Completion:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so Owner can occupy or utilize the Work for its intended use.

**1.1.7 Final Payment:** The Final Payment shall be the last progress payment made to Contractor and shall not be considered to be the payment of any or all of the five percent (5%) retention or any amount withheld in the event of a dispute as provided in Section 7107 of the Public Contract Code or pursuant to a valid stop notice.

**1.1.8 Field Order:** A written order of Inspector directing Contractor to conduct minor changes in the Work involving neither extra cost nor extra time and being consistent with the scope and functioning of the Work.

**1.1.9 Change Directive:** A written order prepared by Inspector and signed by Owner directing a change in the Work and stating a proposed basis for adjustment, if any, of the Contract Time or Contract Price. Owner may, by Change Directive, without invalidating the Contract and without Contractor's agreement, unilaterally order changes in the Work. This procedure will be used in the absence of an agreement between Owner and Contractor and shall take effect upon the date signed by Owner or the date stated in the Change Directive, if different.

**1.1.10 Change Order:** A written order prepared by Inspector and signed by Owner and Contractor stating their agreement upon all of the following: 1) a change in the Work; 2) the amount of the adjustment in the Contract Price, if any; and 3) the extent of the adjustment in the Contract Time, if any.

**1.1.11 Contract Documents:** The Contract Documents shall include those documents set forth in Article 1 of the Construction Agreement. The Contract and the Contract Documents may be used

## STRATFORD LEVEE PROJECT

interchangeably.

**1.1.12 Work:** The construction and services required by the Contract Documents, including all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations.

**1.1.13 Plans:** The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including but not limited to plans, elevations, sections, details, schedules, and diagrams.

**1.1.14 Specifications:** That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services. Manufacturer installation instructions and recommendations shall be followed in the event they are more explicit or stringent than the requirements set forth in the Specifications.

**1.1.15 Claim:** A demand or assertion by Contractor seeking, as a matter of right, adjustment, or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the Contract Documents. Claims must be made by written notice and shall include a demand for Owner's decision. The responsibility to substantiate claims and to resolve the claims of Subcontractors of whatever tier shall rest with Contractor.

**1.1.16 Guarantee Period:** Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Notice of Completion.

### 1.2 CONTRACT DOCUMENTS

**1.2.1 One Document:** The Contract Documents are one document executed in multiple parts. All Work shown or mentioned therein shall be performed or furnished. Contractor understands, admits, and agrees that the Specifications exhibit the intent and purpose of Owner in regard to the Work, may or may not be complete in every detail, and are to be considered as evidence of Owner's purpose and intent only. Contractor further agrees to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the Specifications without extra charge. This includes, but is not limited to, Work referenced as "by others," which remains the responsibility of Contractor.

**1.2.2 Misuse of Words or Punctuation:** The misplacement, addition, or omission of any word, letter, or punctuation mark will not in any way change the intent or meaning of the Contract Documents. Any part of the work, or any article pertaining thereto which is not specifically set forth in the Contract Documents, but which is necessary for the proper completion of the Work, is to be supplied and set in place at Contractor's expense, the same as if it had been mentioned in the Contract Documents. Contractor shall furnish all things necessary to make a good and workmanlike job in accordance with the intent and purpose of the Contract Documents.

**1.2.3 Precedence, Discrepancies, and Omissions:** In resolving inconsistencies that may exist between any of the Contract Documents, precedence shall be given in the following order: 1) Construction Agreement, 2) Bid Proposal, 3) Notice to Contractors, 4) Instruction to Bidders, 5) Supplementary Conditions, 6) General Conditions, 7) Specifications, and 8) Plans. Properly executed Addenda, Field Orders, Change Directives, and Change Orders shall take precedence over all Sections referenced therein. Figure dimensions on Plans shall take precedence over scale dimensions and detail Plans shall take precedence over general Plans.

# STRATFORD LEVEE PROJECT

## 1.3 ASSIGNMENT OF CONTRACT

**1.3.1 Mutual Consent:** Neither party to the Contract shall assign the Contract without the written consent of the other party, nor shall Contractor assign any monies due or to become due to him or her without the written consent of Owner.

**1.3.2 Assignment Under Anti-Trust Claims:** In accordance with Section 4552 of the California Government Code, Contractor and Subcontractors shall conform to the following requirements:

In submitting a bid to Owner, the Bidder offers and agrees that if the bid is accepted, it will assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from the purchases of goods, services, or materials by the Bidder for sale to Owner pursuant to the bid. Such assignment shall be made and become effective at the time Owner tenders Final Payment to the Bidder.

## 1.4 WAIVER OF “COMMON PRACTICE”

**1.4.1 Contractor Waives Common Practice:** Contractor waives “common practice” and “common usage” as construction criteria wherever the Contract Documents, statutes, or ordinances require greater quantity or better quality than common practice or common usage would require.

## 1.5 EXCESSIVE COSTS

**1.5.1 Failure to comply with Contract:** If Contractor fails to comply with any Contract requirement, including required coordination with other contractors or governmental agencies, and that failure results in additional work to Owner or Inspector, consultants, or other contractors, Contractor shall be liable for any additional costs incurred, directly or indirectly, by Owner from the resulting additional work. This section includes, but is not limited to, work related to failed inspections, Requests for Instructions (RFIs) for repairs, deviations from previously reviewed and accepted submittals, or deviations from the Contract Documents.

**1.5.2 Construction Methods:** If Contractor’s construction methods and techniques result in additional costs to Owner, Contractor, upon written notice by Owner of unacceptable methods or techniques, shall be responsible for any and all costs attributable to said methods and techniques. This section includes, but is not limited to, Contractor’s ability to coordinate or work with Owner or Inspector.

## ARTICLE 2 OWNER

### 2.1 OWNER'S REPRESENTATIVE

**2.1.1 Inspector is Owner’s Representative:** Owner will be represented by Inspector who shall see that the performance of the Work proceeds in strict accordance with the Contract Documents.

**2.1.2 Owner May Appoint Another Inspector:** Owner shall be entitled to appoint such other agent(s), as in Owner’s opinion is duly qualified to carry out the duties of Inspector.



## STRATFORD LEVEE PROJECT

**2.1.3** Communication through Inspector: In order that Owner may act upon expert advice and upon good procedure, all communications from Contractor will be through said Inspector and all communications and instructions from Owner to Contractor will be through said Inspector. All communications not in compliance herewith shall be considered non-binding on Owner. Owner reserves the right to alter this procedure without the consent of Contractor.

### 2.2 RIGHTS OF OWNER

**2.2.1** Right to Clean Up: Subject to the strict prohibition against maintaining a nuisance, if a dispute arises between Contractor and Subcontractor as to responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, Owner may, but need not, clean up the premises and surrounding area and allocate the cost among those responsible as Owner determines to be just.

**2.2.2** Right to Accept Imperfect Work: If any part or portion of the Work completed under this Contract is defective and not in accordance with the Contract Documents, and if the imperfection is judged by Owner to be not of sufficient magnitude or importance so as to make the Work unacceptable, Owner shall have the right and authority to retain such Work after making such deductions in the Contract Price as may be equitable and reasonable. Owner does not, however, waive any rights available under any other provision of the Contract Documents or otherwise available to Owner in law or equity.

**2.2.3** Right to do Adjacent Work: Owner reserves the right to perform construction or operations on the site of the Work. In doing this, Owner may use its own forces or award separate contracts in connection with other construction or operations on the site but not covered by the Contract Documents. Contractor shall coordinate all activities on the site so as to avoid hindering, interfering with, or disturbing any other contractors or other workers performing Work on the site.

**2.2.4** Right to Finish Contractor's Work: If Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, Owner has the right, exercisable solely at Owner's discretion, to commence and continue completion of the Work with diligence and promptness as set forth in the Contract Documents.

**2.2.5** Right of Partial Use of Project: Owner may occupy or use any completed or partially completed portion of the Work at any stage, upon agreement of Owner and Contractor.

**2.2.5.1** Such partial occupancy or use may commence whether or not the portion is substantially complete, provided Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work, and insurance, and have agreed in writing concerning the period for completion of the Work and commencement of warranties required by the Contract Documents.

**2.2.5.2** Consent of Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between Owner and Contractor or, if no agreement is reached, by decision of Inspector.

**2.2.5.3** Immediately prior to such partial occupancy or use, Owner, Contractor, and Inspector shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

## **STRATFORD LEVEE PROJECT**

**2.2.5.4** Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

**2.2.5.5** No claim for acceleration, delay, or hindrance, may be made by Contractor on his or her own behalf or that of any of his or her Subcontractors, for any delays, accelerations, or hindrances that may arise out of Owner's partial occupancy of the Project.

**2.2.6** Right to Audit: Contractor shall maintain and make available to Owner all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, Subcontractors, and financial records related to or which arise out of the Work or under terms of the Contract Documents. The form of record keeping shall be subject to approval by Owner. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by Owner and Inspector and shall be retained at Contractor's principal place of business in California for audit during normal business hours at such place of business for four (4) years after recording of the Notice of Completion of the Work or longer if required by law. Contractor shall provide an office to enable Owner and Inspector to conduct such audit.

### **2.3 RESPONSIBILITIES OF OWNER**

**2.3.1** Removal, Relocation, or Protection of Existing Main or Trunkline Utility Facilities: In accordance with the provisions of Section 4215 of the Government Code, Owner shall be responsible for the timely removal, relocation, or protection of existing main or trunkline utility facilities which are located on the site of the Work and which are not identified in the Plans and Specifications. If the existing main or trunkline work is not completed due to the failure of Owner to exercise reasonable care, Contractor shall be compensated for the costs of locating, removing, relocating, or repairing damage to such existing main or trunkline utility facilities not indicated in the Plans and Specifications with reasonable accuracy. Such compensation shall include the costs for equipment necessarily idled during such main or trunkline work. Contractor shall not be assessed liquidated damages for any delays in completion of the Work if caused by the failure of Owner or the owner of the utility to timely provide for the removal or relocation of such existing main or trunkline utility facilities.

Nothing in this Section shall be deemed to require Owner to indicate in the Plans and Specifications the presence of other existing utility service laterals or appurtenances whenever the presence of such utilities on the site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site. Contractor retains the responsibility to verify the presence or absence of utilities by potholing, reviewing as-builts, or excavating prior to commencing Work.

**2.3.2** Furnish Plans and Specifications: Owner shall be responsible for furnishing Contractor with an electronic copy of the Plans, Specifications, and any Addenda that may have been issued.

## **ARTICLE 3** **CONTRACTOR'S RESPONSIBILITIES**

### **3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS**

**3.1.1** Reporting Errors in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to Inspector any errors,

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inconsistencies, omissions, or ambiguities discovered. If Contractor performs any construction activity knowing it involves a recognized error, inconsistency, omission, or ambiguity in the Contract Documents without such notice to Inspector, Contractor shall assume responsibility for such performance and shall bear all costs for correction.

**3.1.2 Reporting Errors in Field Conditions:** Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing Work. Any errors, inconsistencies, or omissions discovered shall be reported to Owner at once.

**3.1.3 No Implied Warranty:** No warranty is to be implied nor shall any warranty arise by operation of law, or by interpretation of the Contract Documents, that the Plans and Specifications are adequate and sufficient to construct the Work. Contractor understands and agrees that this section constitutes a waiver of the implied warranty of correctness in Plans and Specifications.

### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.2.1 Supervision of Work:** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract Documents unless the Contract Documents give other specific instructions concerning these matters.

**3.2.2 Acts of Employees and Agents:** Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractor, their agents and employees, and any other persons performing portions of the Work under a contract with Contractor or under the direction of Contractor.

**3.2.3 Inspector's Acts Do Not Waive Contractor's Obligation:** Contractor shall not be relieved of any obligation to perform the Work in strict accordance with the Contract Documents either by activities or duties of Inspector in Inspector's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than Contractor.

### **3.3 PROGRESSION OF WORK**

**3.3.1 Time of the Essence:** It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The Work shall progress at such time and in or on such part or parts as may be required to complete the Work as set forth in the Contract Documents.

**3.3.2 Construction Schedule:** A construction schedule is required to be submitted as set forth in the Contract Documents. The schedule will be for Owner's information only. Silence or inaction with regard to Contractor's schedule shall not be construed as acquiescence or acceptance of the schedule as being binding on Owner. Unless specifically adopted by resolution or minute order of the Kings County Board of Supervisors, such schedule shall not be binding on Owner. Contractor's schedule shall provide for the completion date not to exceed the Contract Time and shall not provide for an earlier completion date unless otherwise agreed to in writing by Owner in accordance with the Contract Documents.

### **3.4 SUBMITTALS**

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**3.4.1** Review of "or Equals:" In accordance with the provisions of Section 3400 of the Public Contract Code, Contractor shall, within thirty-five (35) calendar days after the Award of the Contract, submit all substitution requests and data substantiating any such requests for a substitution of an "or equal" item. Failure to submit substitution requests and substantiating data within thirty-five (35) days shall result in an automatic denial of the request for substitution.

**3.4.2** Excessive Submittal Reviews: Owner shall be responsible for the costs associated with the first and second review of any submittals. Any and all costs incurred as a result of a submittal requiring more than two (2) reviews, including costs incurred by Owner's consultants or contractors for the handling, processing, and review of excessive submittals, shall be borne by Contractor, whether the submittal is from Contractor, Subcontractor, or any other individual providing goods or services on the Work. Owner reserves the right to withhold monies due to cover the costs of excessive submittals from any payment due to Contractor.

### 3.5 STATE LABOR REQUIREMENTS

#### 3.5.1 Hours of Work:

**3.5.1.1** Eight (8) hours of labor shall constitute a legal day's work and it is expressly stipulated that no worker employed at any time by Contractor or Subcontractor shall be required or permitted to work thereon more than eight (8) hours in any one (1) calendar day and/or more than forty (40) hours in any one (1) calendar week except as provided in Section 1815 of the Labor Code. It is further expressly stipulated that for each and every violation, Contractor shall forfeit, as a penalty to Owner under Section 1813 of the Labor Code, twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract, or by any Subcontractor, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day or more than forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code.

**3.5.1.2** In accordance with the provisions of the Labor Code, Contractor, and each Subcontractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him or her in connection with the Work, which record shall be open at all reasonable hours to the inspection of Owner or its officers or agents, and to the Labor Commissioner, the Division of Labor Standards Enforcement or the Labor Commissioner's deputies or agents.

**3.5.2** Apprentice Employment: Contractor or Subcontractor employing tradesmen in any apprenticeable occupation shall comply with the provisions of Section 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

#### 3.5.3 Wage Rates:

**3.5.3.1** Pursuant to Article 2, Section 1770 et seq. of the Labor Code, each worker of Contractor or Subcontractor engaged in the Work shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or Subcontractor and such workers.

**3.5.3.2** Any worker employed to perform the Work, which work is not covered by the

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prevailing wage rate schedule, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him or her.

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

**3.5.3.4** Pursuant to Section 1775 of the Labor Code, Contractor as a penalty to Owner shall forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which the worker is employed. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

**3.5.3.5** An error on the part of Owner does not relieve Contractor from responsibility for payment of the prevailing rate of per diem wages or liability for any penalties pursuant to Sections 1770 to 1775 of the Labor Code, inclusive.

**3.5.3.6** Copies of the applicable prevailing wage rates are on file with the Kings County Director of Public Works, 1400 West Lacey Boulevard, Hanford, California, and are available to any interested party on request.

**3.5.3.7** Monitoring of compliance with prevailing wage requirements shall be done by the Department of Industrial Relations. Contractor and Subcontractor must be registered with the Department of Industrial Relations as required under Section 1725.5 of the Labor Code and maintain compliance with any and all statutory, regulatory, or departmental policies or procedures concerning said compliance.

**3.5.4** Certified Payroll: As required under the provisions of Section 1776 of the Labor Code, Contractor and Subcontractor shall keep accurate payroll records:

**3.5.4.1** The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee by him or her in connection with the Work.

**3.5.4.2** A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:

**a.** Made available or furnished to the employee or his or her authorized representative on request.

**b.** Made available for inspection or furnished upon request to Owner, Inspector, the Division of Labor Standards Enforcement, and the Department of Industrial Relations.

**c.** Made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either Owner, Inspector, the Division of Labor Standards Enforcement, or the Department of Industrial Relations. The requesting party shall, prior to being provided the

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records, reimburse the costs of preparation by Contractor, Subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

**3.5.5 Discrimination in Employment:** In accordance with the provisions of Section 12940 of the Government Code and Section 1735 of the Labor Code, neither Contractor nor Subcontractor shall be discriminate in their employment of persons.

**3.5.6 Convict Made Materials:** Except as may be provided by law, Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated in the Work.

**3.5.7 Statutory Exemptions:** Any or all portions of this Section shall not be applicable to the extent that Contractor is specifically exempted from said requirements by statute. However, in the event that Contractor is so exempted, Contractor shall provide the legal authority for the claimed exemption.

### **3.6 TAXES**

**3.6.1 Contractor Pays Taxes:** Contractor and Subcontractor shall pay all local, state, and federal taxes upon labor or materials involved in their part of the Work, which shall be included in the Contract Price.

### **3.7 COMPLIANCE WITH LAW AND LOCAL REQUIREMENTS**

**3.7.1 Regulations:** Contractor and Subcontractor shall conform to and abide by any and all city, county, and state laws, ordinances, rules, and regulations, applicable to the Work. The Work shall be constructed in accordance with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan as issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163).

**3.7.2 Permits, Licenses, and Fees:** Contractor shall give all notices and shall procure and pay for all permits, licenses, and inspection fees that may be required to commence, carry on, and complete the Work.

**3.7.3 Patent Rights, Copyrights, Trade Names, and Royalties:** Contractor shall indemnify and hold harmless Owner and all persons acting under him or her for all liability on account of any patent rights, copyrights, or trade names which may affect the articles or materials or their application under the Contract Documents. Contractor shall pay all royalties, or other charges that may arise, due to methods, types of construction, processes, materials, or use of equipment, and shall hold Owner harmless from any charges whatsoever which may arise, and shall furnish written assurance, satisfactory to Owner, that such charges have been paid.

### **3.8 GUARANTEE**

**3.8.1 Final Guarantee:** Contractor warrants and guarantees for the Guarantee Period that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work or other parts of Owner's property, real or personal, resulting from such defects. Owner will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by

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such defects, Owner may do so and charge Contractor the cost thereby incurred. The Maintenance Bond shall remain in full force and effect through the Guarantee Period.

**3.8.2 Environmental and Toxics Warranty:** The covenants, warranties, and representations contained in this Section will be effective on the date of recording of the Notice of Completion and will survive completion of the Work. Contractor covenants, warrants, and represents to Owner that:

**3.8.2.1** No litigation is pending or, to Contractor's knowledge, proposed, threatened, or anticipated with respect to Contractor, or with respect to any other matter affecting the Work.

**3.8.2.2** To Contractor's knowledge after due inquiry, no asbestos-containing materials were installed or were discovered in the Work at any time. If any such materials were discovered, Contractor made immediate disclosure to Owner.

**3.8.2.3** To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts, or other equipment containing PCBs are or were located at the Work site at any time. If any such materials were discovered, Contractor made immediate disclosure to Owner.

**3.8.2.4** To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located at the Work site at any time. If any such materials were discovered, Contractor made immediate disclosure to Owner.

**3.8.2.5** Contractor's operations concerning the Work were not and are not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances, and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code, regulation, or order, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Work in order to comply with any such laws, ordinances, codes, regulations, or order with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

**3.8.2.6** Contractor shall indemnify Owner as set forth in Section 3.10.

### 3.9 WARRANTY

**3.9.1 Contract Warranty:** Contractor warrants to Owner that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

### 3.10 INDEMNIFICATION

**3.10.1 Owner Not Liable for Damages:** Owner shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or part thereof, or in or about the same during its construction and before acceptance and that

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Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any causes whatever. Contractor shall hold Owner, its officials, officers, employees, and agents harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever, except the active, sole negligence of Owner its officials, officers, employees, and agents.

**3.10.2** Owner not Liable for Debts: Indebtedness incurred for any cause in connection with this Work must be paid by Contractor and Owner is hereby relieved at all times from any indebtedness or claim other than the Contract Price.

**3.10.3** Contractor Responsible for Accident, Damage, etc.: To the fullest extent permitted by law, Contractor shall be responsible for any and all loss, accident, neglect, injury or damage to person, life, or property which may be the result of, caused by, or arise out of his performance of the Work.

**3.10.4** Contractor Indemnifies Owner: Contractor shall indemnify Owner, Inspector, and their officials, officers, employees, and agents and hold them free, safe, and harmless of, from, and against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions of Contractor or its officers, agents, employees, contractors, or Subcontractor in rendering services under the Contract Documents, except for any liability, claims, losses, damages, or expenses arising from the sole negligence or willful acts of Owner, its officials, officers, employees and agents.

**3.10.4.1** Contractor shall defend or, at Owner's sole option, reimburse Owner upon demand for all reasonable costs and expenses, including attorneys' fees, which Owner may incur in resisting any claim which may be made against Owner for any injury or damage to any person or property.

**3.10.4.2** In any and all claims against Owner or Inspector or their officials, officers, employees and agents, by any employee of any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. Upon demand, Contractor shall defend any suits or actions arising from such claims.

**3.10.5** Environmental Indemnification: From and after recording of Notice of Completion, Contractor shall indemnify, defend, and save harmless Owner, its officials, officers, employees and agents from all losses or damages resulting from injury to or death of any person and damage to property, and any fine, which is occasioned by or arises out of any breach of the Environmental and Toxics Warranty, representations, or covenants of Contractor under the Contract Documents. Contractor further agrees to indemnify and hold harmless Owner, its officials, officers, employees, and agents from and against any and all liability as follows:

**3.10.5.1.** All foreseeable and unforeseeable incidental, consequential, or special damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials by Contractor; and

**3.10.5.2.** The cost, without limitation, of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required Plans, whether such action is required or necessary prior to or following filing of the Notice of Completion to the



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full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person regarding the Work prior to filing of the Notice of Completion. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of Notice of Completion.

**3.10.5.3.** This Section shall survive the termination of the Contract and shall remain in full force and effect notwithstanding completed performance by Contractor under the Contract Documents.

**3.10.5.4.** The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the negligence, or willful misconduct of Owner or Owner's officials, officers, employees, or agents.

### 3.11 WORK REQUIREMENTS

**3.11.1** Conduct of Work: Contractor shall confine the storage of his or her equipment and materials to limits as designated by Inspector. Contractor shall at all times exercise due caution and provide all necessary barricades and other safety equipment around the Work to protect the public from injury to person and property during the entire time of performance of the Work. Contractor shall not create excessive dust or noise.

**3.11.2** Maintenance of Site: Strict prohibition against committing nuisances in or about the Work shall be maintained and Contractor shall not in any way obstruct or interfere with movements of traffic on any public highway or public right of way without first obtaining the necessary approval of the proper public agency.

**3.11.3** Clean Up of Site: Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations in performance of the Work. At completion of the Work, Contractor shall remove from and about the Work site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so and the cost thereof shall be charged to Contractor.

**3.11.4** Cutting and Patching:

**3.11.4.1.** Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**3.11.4.2.** Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of Owner or separate contractors by cutting, patching, or otherwise altering such construction or by excavation. Contractor shall not cut or otherwise alter such construction by Owner or a separate contractor except with written consent of Owner and of such separate contractor, which shall not be unreasonably withheld. Contractor shall not unreasonably withhold from Owner or a separate contractor Contractor's consent to cutting or otherwise altering the Work.

### 3.12 SUBCONTRACTORS

**3.12.1** Contractor Responsible for Subcontractor's Acts: Contractor shall be fully responsible to Owner for the acts and omissions, including negligence, of his or her Subcontractor, and of persons either directly or indirectly employed by them, as he or she is for the acts, omissions, or

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negligence of persons directly employed by Contractor.

**3.12.2 Contractor's Subcontracts:** Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to pass through and bind Subcontractor to the terms of the Contract Documents.

### **3.13 SUPERINTENDENT**

**3.13.1 Superintendent:** Contractor will employ and maintain on the Work site a qualified Superintendent who shall have been designated in writing by Contractor as Contractor's representative at the site. Superintendent shall have full authority to act on behalf of Contractor and all communications given to Superintendent shall be as binding as if given to Contractor. Superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

**3.13.2 Right to Demand Removal and Substitution of Superintendent:** Due to the importance of Superintendent to the timely and efficient completion of the Work, Owner reserves the right to request or demand the removal and substitution of Superintendent if deemed necessary by Owner to continue or improve the Work. Owner shall exercise said right by providing written notice to Contractor with a date by which Superintendent should or must be removed and substituted. Failure by Contractor to replace Superintendent as and when requested by Owner may be considered a material breach.

### **3.14 LABOR AND MATERIALS**

**3.14.1 Skilled Labor:** All labor must be especially skilled for each type of the Work and must be thorough and first class in all respects. Any person whom Inspector or Owner may deem incompetent or disorderly shall be promptly removed from the Work site and not allowed to return in any capacity.

**3.14.2 Quality of Materials:** All materials used on the Work shall be new and the best market quality, unless specified or shown otherwise. The Work shall be done in the best, most thorough, substantial and workmanlike manner and without flaws. All material and labor shall be subject to the approval of Inspector as to its quality and fitness and shall be immediately removed if it does not meet with his or her approval. Inspector may refuse to issue any certificate or payment until all defective materials or work have been removed and other material of proper quality substituted therefor. All removal and replacement with same shall be done at Contractor's expense. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

## **ARTICLE 4 ADMINISTRATION OF CONTRACT**

### **4.1 INSPECTOR'S ADMINISTRATION OF CONTRACT**

**4.1.1 Contract Communications:** Unless otherwise provided in the Contract Documents or when direct communications have specifically been authorized, all parties shall communicate through Inspector. Communications by and with Subcontractor and material suppliers shall be through Superintendent. Communications by and with separate contractors, architects, or engineers shall be through Inspector.

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**4.1.2 Inspections:** Inspections shall be carried on by Inspector or as otherwise designated by Owner. Inspector shall see that the Work and intent of the Contract Documents is carried out in its entirety.

**4.1.3 Inspector Does Not Control Work:** Inspector will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility. Inspector will not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents. Inspector will not have control over or charge of and will not be responsible for the acts, omissions, or negligence of Contractor, Subcontractor, or their agents or employees, or of any other persons performing portions of the Work.

**4.1.4 Inspector Recommends Payments:** Based on Inspector's observations and evaluations of Contractor's Applications for Payment, Inspector will review amounts due Contractor and will recommend to Owner payments to Contractor as set forth in Section 6.6.

**4.1.5 Inspector's Authority:** Inspector will have the authority to stop the Work whenever necessary to ensure proper execution of the Work. Inspector will also have authority to reject Work which does not conform to the Contract Documents. Whenever Inspector considers it necessary or advisable for implementation of the intent of the Contract Documents, Inspector will have the authority to require additional inspections or testings of the Work in accordance with Section 4.2 whether or not such Work is fabricated, installed, or completed. However, neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Inspector to Contractor, Subcontractor, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

### **4.2 INSPECTION AND TESTING**

**4.2.1 Advance Notice:** Contractor shall notify Inspector twenty-four (24) hours prior to any day in which Contractor will require an inspection of any portion of the Work, work in excess of eight (8) hours, or anytime Contractor intends to work weekends. Any Work not performed subject to inspection will not be accepted and will be rejected and/or ordered removed by Inspector.

**4.2.2 Access to Work:** Inspector will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal, State, or local agency shall be permitted to inspect all Work, materials, payroll, records on personnel, invoices of materials, and other relevant data and records. Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

**4.2.3 Costs of Tests:** Owner shall bear all costs related to testing for conformance of the Work to the Contract Documents. However, if Contractor has called for testing and that test fails, subsequent tests, and all related costs, shall be borne by Contractor.

**4.2.4 Inspector Prepares Change Directives/Orders:** Inspector will prepare Change Orders and Change Directives and may authorize minor changes in the Work as provided in Article 5.

### **4.3 CLAIMS**

**4.3.1** The provisions of this Section are intended to implement Section 9204 of the Public Contract Code, the provisions of which are incorporated herein by reference.

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**4.3.2 Concealed or Unforeseen Conditions:** If conditions are encountered at the Work site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or which are unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions. Inspector will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Price or Contract Time, or both. If Inspector determines that the conditions at the Work site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, Inspector shall notify Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within five (5) days after Inspector has given notice of the decision. If Owner and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Inspector for initial determination, subject to further proceedings pursuant to Section 4.4.

**4.3.3 Submission of Claims:** All disputes, except for tort claims, must be submitted by Contractor as a Claim. Claims by Contractor, including, but not limited to, Claims by Subcontractor, not addressed in Section 4.3.2, must be made within twenty-one (21) days after occurrence of the event giving rise to said Claim, except Claims made due to delays or hindrances which Contractor alleges were caused by Owner shall be made within ten (10) days after occurrence of the event giving rise to said Claim. Claims must be made by written notice and contain any and all documentation necessary to support the amount requested. Claims must be submitted to Inspector by registered mail or certified mail, return receipt requested. Failure to make a Claim in writing in the time and manner as set forth herein or failure to provide supporting documentation shall bar Contractor from recourse for said Claim and constitute a waiver by Contractor of the subject matter(s) of the Claim. All Claims must be submitted on or before the payment date of the Final Payment.

### **4.3.4 Claims for Additional Costs:**

**4.3.4.1** If Contractor wishes to make a Claim for an increase in the Contract Price, Contractor shall submit the Claim as set forth in Section 4.3.3. This submission shall be made by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall, as soon as possible, advise Owner of Contractor's intent to do the Work.

**4.3.4.2** Increases in Contract Price due to Claims shall be calculated based on the methods detailed in Section 5.4.

**4.3.4.3** Under no circumstances shall Contractor recover any administrative overhead costs or recover on the basis of any "Home Office" damages formula, "Total Cost" recovery formula, or any other such formula.

### **4.3.5 Claims for Additional Time:**

**4.3.5.1** If Contractor wishes to make a Claim for an increase in the Contract Time, Contractor shall submit the Claim as set forth in Section 4.3.3. Contractor's claim shall

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include an estimated probable effect of delay on progress of the Work. In the case of a continuing delay, only one (1) Claim is necessary.

**4.3.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated and that weather conditions had an adverse effect on the Work.

**4.3.5.3** Owner shall not be liable for any damages on account of any delay or hindrance of Owner, except for an extension of time caused by the same. Contractor shall make any Claims for an extension in time as set forth in Section 4.3.3 for any unreasonable delay or hindrance caused by Owner, and specify the cause thereof.

**4.3.6** Submission Under Penalty of Perjury: Contractor shall certify, at the time of submission of a claim, as follows:

"I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data is accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Owner is liable. Executed on \_\_\_\_ (date) \_\_\_\_\_ in \_\_\_\_ (City) \_\_\_\_\_, (State).

By: \_\_\_\_\_  
(Contractor's signature)"

**4.3.7** Receipt of Claim:

**4.3.7.1** Upon receipt of a Claim, Owner shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Owner and Contractor may, by mutual agreement, extend the time period provided in this subdivision.

**4.3.7.2** If Owner needs approval from its Board to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and its Board does not meet within the forty-five (45) days or within the mutually agreed to extension of time following the receipt of a Claim, Owner shall have up to three (3) days following the next duly publicly noticed meeting of its Board after the forty-five (45) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

**4.3.7.3** Any payment due on an undisputed portion of the Claim shall be processed and paid within sixty (60) days after Owner issues its written statement. If Owner fails to issue a written statement, Section 4.4.2 shall apply.

## 4.4 DISPUTE RESOLUTION

**4.4.1** Continue Work during Dispute: In the event of any dispute between Owner and Contractor, Contractor will not stop the Work but will prosecute the Work diligently to completion in the manner directed by Owner and the dispute shall be resolved as provided herein or by a court of law after completion of the Work.

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**4.4.2** Dispute of Owner's Written Response: If Contractor disputes Owner's written response, or if Owner fails to respond to a Claim within the time prescribed, Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute submitted to Inspector in writing sent by registered mail or certified mail, return receipt requested,.

**4.4.2.1** Upon receipt of a demand in writing, Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

**4.4.2.2** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, Owner shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

**4.4.2.3** If Owner needs approval from its Board to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and its Board does not meet within the ten (10) days or within the mutually agreed to extension of time following the receipt of a Claim, Owner shall have up to three (3) days following the next duly publicly noticed meeting of its Board after the ten (10) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

**4.4.2.4** Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after Owner issues its written statement.

**4.4.2.5** Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with Owner and Contractor sharing the associated costs equally. Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified third party to mediate. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If the mediation is successful, any payment due shall be made in compliance with Section 4.4.2.4. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this Section.

**4.4.2.6** Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

**4.4.3** Suit in Kings County Only: Any litigation arising out of the Contract Documents shall be brought and adjudicated in Kings County. Contractor hereby waives the removal provisions of Section 394 of the Code of Civil Procedure.

**4.4.3.1** In any suit filed under Section 20104.4 of the Public Contract Code, Owner shall pay interest at the legal rate on any arbitration award or judgment, as required by Section 20104.6 of the Public Contract Code.

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# STRATFORD LEVEE PROJECT

## **ARTICLE 5** **CHANGES IN WORK**

### **5.1 WAIVER**

**5.1.1** Waivers of Contract Provisions: It is expressly understood and agreed that no waiver granted by Inspector or Owner of any term, provision, or covenant of the Contract Documents shall constitute precedent or give rise to an expectation of a future waiver for breach of the same or any other terms, provisions, or covenants.

### **5.2 CHANGES AND CHANGE ORDERS**

**5.2.1** Owner May Order Changes in Work: Contractor agrees that Owner may order changes, including but not limited to, revisions to Plans and Specifications, performance of extra Work, and the elimination of Work, without invalidating the Contract Documents and without notice to sureties. Orders for such changes will be in writing and signed by the parties. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. Contractor shall notify Owner for its evaluation whenever it appears a change is necessary. Contract Time and Contract Price will be adjusted, by written Change Order for changes which materially increase or decrease the time for or cost of the Work. Owner reserves the right to accelerate the Work.

**5.2.2** Proposed Change Order: Changes to the Work will be provided to Contractor with a written Proposed Change Order by Owner, which describes the intended changes to the Work. A request for a Proposed Change Order may be made using the Request for Instruction (RFI) or Architect Supplemental Instruction (ASI) process.

**5.2.3** Timeline: Within fourteen (14) days, Contractor shall submit to Owner Contractor's proposed cost estimate to be added or deducted from the Contract Price as a result of the change. Any proposed cost estimates shall be authenticated in full by completely detailed estimates and other authenticators of the cost by Contractor, Subcontractor, vendors, or material suppliers, and any adjustments to the Contract Time that is directly attributable to Owner's Proposed Change Order.

**5.2.4** Agreement: If an agreement is reached as to the adjustment in compensation for performance of changed Work, but an agreement is not reached as to the adjustment of Contract Time for such Work, Contractor shall proceed with the Work at the agreed cost, reserving to Contractor the right to further pursue Contractor's Claim for adjustment of time in accordance with Section 4.3.3.

**5.2.5** Failure to Submit Cost Estimate: If Contractor fails to submit the cost estimate within the fourteen (14) day timeline, or there is failure to agree to the cost, Owner shall have the right to issue a Change Directive to Contractor to commence Work immediately, and the Contract Price shall be changed in accordance with Owner's estimate of cost, unless, within fourteen (14) days following completion of the added Work or with written notice to delete the Work, Contractor submits to Owner written proof that Owner's estimate is in error.

**5.2.6** Contractor, when ordered by Owner, shall proceed with changes before an agreement is reached on adjustment in Contract Price or Contract Time and shall furnish to Owner records as specified in Section 5.4.1.3. If Contractor fails to provide such records, Owner's records will be used for the purpose of adjustment in Contract Time and Contract Price.

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**5.2.7** Contractor may request progress payments for such Work.

### 5.3 OTHER CHANGE INSTRUMENTS

**5.3.1** Field Order: Inspector may order minor changes in work by use of a Field Order. These minor changes will involve neither changes in the Contract Price or Contract Time. If Contractor disagrees that the change does not involve a change in the Contract Price or Contract Time, then a Change Order or Change Directive shall be used.

**5.3.2** Change Directive: In the event that Owner and Contractor do not agree on the Proposed Change Order as set forth in Section 5.2, or in the event it is essential that Contractor proceed expeditiously and without delay, Owner may order changes in the Work by issuance of a Change Directive and Contractor shall promptly proceed with the change in the Work involved.

### 5.4 BASES OF ADJUSTMENT TO CONTRACT PRICE

**5.4.1** Methods of Adjustment: Methods used in determining adjustments to the Contract Price shall be based on one of the following.

**5.4.1.1.** By mutual acceptance of a lump sum increase or decrease in costs. Upon Owner's written request, Contractor shall furnish a detailed estimate of increase or decrease in costs, together with cost breakdowns and other supporting data within the time specified in such request. Contractor shall be responsible for any additional costs caused by Contractor's failure to provide the estimate within the time specified.

**5.4.1.2** By Owner, on the basis of Owner's estimate of the increase or decrease in the costs.

**5.4.1.3** By Owner, whether or not negotiations are initiated, by actual and necessary costs, as determined by Owner, on the basis of records. Beginning with the first day and at the end of each day, Contractor shall furnish to Owner detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the changes. Such records shall be on a form acceptable to Owner. Such records shall be signed by Contractor and, when agreed to by Owner, will become the basis for compensation for the changed work. Such agreement shall not preclude subsequent adjustment based upon a later audit by Owner.

**5.4.1.4** By unit prices stated in the Contract Documents, or subsequently agreed upon.

**5.4.2** Allowable Costs: The only costs which will be allowed due to changes in the Work shall be computed in the following manner:

**5.4.2.1** Compensation for labor shall include the necessary payroll cost, including first level supervision, directly engaged in performance of the changes. Wages shall not exceed current prevailing wages in the locality for performance of the changes. Use of a classification which would increase labor costs will not be permitted. Exceptions will be permitted only when Contractor establishes, to the satisfaction of Owner, the necessity for payment at higher rates or classifications.

**5.4.2.2** Materials and Equipment: Compensation for materials and equipment shall include the necessary costs for materials and equipment directly required for performance of the



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changes. Cost of materials and equipment may include costs of transportation and delivery. If discounts by suppliers are available to Contractor, they shall be credited to Owner. If materials and equipment are obtained from a supply or source owned by, or in part, by Contractor, payment therefor will not exceed current wholesale prices for such materials and equipment. If, in the opinion of Owner, the cost of materials and equipment is excessive, or if Contractor fails to furnish satisfactory evidence of costs from supplier, the cost of materials and equipment shall be the lowest current wholesale price at which similar materials and equipment are available in the quantities required. Owner reserves the right to furnish materials and equipment required for performance of the changes and Contractor shall have no claim for costs or mark-ups on such materials and equipment.

**5.4.2.3 Construction Equipment:** Compensation for construction equipment shall include the necessary costs for use of construction equipment directly required for performance of the changes. Any use for less than thirty (30) minutes shall be considered one-half (1/2) hour. No costs will be allowed for time while construction equipment is inoperative, idle, or on stand-by for any reason, unless such times have been approved in advance by Owner. Rental time for construction equipment moved by its own power shall include the time required to move construction equipment to the Work site from the nearest available source for rental of such equipment and time required to return such equipment to the source. If construction equipment is not moved by its own power, loading and transportation costs will be paid in lieu of such rental time. Neither moving time nor loading and transportation costs will be allowed if the construction equipment is used for any Work other than the changes. No allowance will be made for individual pieces of construction equipment and tools having a replacement value of five hundred dollars (\$500.00) or less. No construction equipment costs will be recognized in excess of rental rates established by distributors or equipment rental agencies in the locality for performance of the changes. Unless otherwise approved by Owner, the allowable rate for use of construction equipment shall constitute full compensation to Contractor for cost of fuel, power, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and labor, except for construction equipment operators and any and all costs to Contractor incidental to the use of such construction equipment.

**5.4.3 Cost Disallowance:** Costs which will not be allowed or paid in Change Orders, Change Directives, or Claim settlements under these Contract Documents include, but are not limited to: interest cost of any type, other than those mandated by statute; Claim preparation or filing costs; legal expenses; the costs of preparing or reviewing Proposed Change Orders, Change Orders, or Change Directives which are not issued by Owner; lost revenues; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not yet at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retention; Claims consulting costs; the costs of corporate officers or staff visiting the site or participating in meetings with Owner; any compensation due to the fluctuation of foreign currency conversions or exchange rates; or loss of other business.

## 5.5 EXTENSION OF TIME FOR COMPLETION

**5.5.1 Contractor Delayed or Hindered:** Should Contractor be delayed or hindered in the completion of the Work by the neglect of Owner, or by fire, strikes, lockouts, embargoes, earthquakes, or any other cause that Inspector approves as not having been reasonably foreseeable at the time of execution of the Contract Documents, the Contract Time shall be extended for a period equivalent to the time lost by reason of any or all of the stated causes. Time extensions must be requested in accordance with Section 4.3.3.

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**5.5.2** Agreement on Time Extension: Contractor and Owner reserve the right to mutually agree in writing upon an extension of time for completion for causes other than enumerated above. Inspector must recommend the extension and the additional time must be set forth in a signed Change Order.

**5.5.3** Time Extension not Waiver: The granting of an extension of time by Owner shall not operate as a waiver or estop Owner from claiming damages due to any other delays, prior or subsequent, which were not approved by Inspector and Owner as provided herein.

### **5.6 ACCEPTANCE OF CHANGE ORDERS**

**5.6.1** Contractor's written acceptance of a Change Order shall constitute final and binding agreement to the provisions thereof and a waiver of all Claims in connection therewith, whether direct, indirect, incidental, consequential, or special in nature.

## **ARTICLE 6** **PAYMENTS AND COMPLETION**

### **6.1 GENERAL**

**6.1.1** Contract Price: The Contract Price as stated in the Contract Documents, including authorized adjustments, is the total maximum amount payable by Owner to Contractor for performance of the Work.

**6.1.2** Waiver: Neither the acceptance of the Work by Owner nor the payment of any part or all of the Contract Price shall constitute a waiver by Owner of any claim which Owner may have against Contractor or surety under the Contract Documents or otherwise.

**6.1.3** Manner of Paying Warrants: When payment becomes due under the Contract Documents or as otherwise prescribed by law, Owner shall cause a warrant for the certified amount to be drawn upon the proper fund which shall be approved and issued to Contractor within that period of time customarily required to process said warrants in the ordinary course of Owner's business.

### **6.2 SCHEDULE OF VALUES**

**6.2.1** Before the first Application for Payment, Contractor shall submit to Inspector a Schedule of Values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as Inspector may require. This Schedule of Values, unless objected to by Inspector, shall be used as a basis for reviewing Contractor's Applications for Payment.

### **6.3 LIST OF COSTS**

**6.3.1** Contractor shall ensure that he or she and any Subcontractor employed to do work under the Contract Documents shall list costs according to the CSI Divisions of the Schedule of Values in categories that reflect major costs areas for construction projects.

### **6.4 APPLICATIONS FOR PAYMENT**

**6.4.1** Submittal of Applications: At least ten (10) days before the date established for each

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progress payment, Contractor shall submit to Inspector an itemized Application for Payment for Work completed to date. Such application shall be supported by documentation of Contractor's right to payment as Owner may require, such as copies of requisitions from Subcontractor and material suppliers, and reflect the amount of retention as provided in the Contract Documents.

**6.4.2** Basis for Payment: Each Application for Payment shall be submitted by Contractor in accordance with the Contract Documents. Applications shall indicate the percentage of completion of each portion of the Work covered by the Application.

### 6.5 PROGRESS PAYMENTS

**6.5.1** Progress Payments: Based on the Applications for Payment, progress payments shall be made once each month on or about a date to be determined by Owner or on a schedule as mutually agreed by the parties.

**6.5.2** Computation of Progress Payments: Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**6.5.2.1.** That portion of the Contract Price computed by multiplying the percentage completed of each Work task by the portion of the Contract Price allocated to the Work task in the Schedule of Values, less a retainage of five (5) percent;

**6.5.2.2.** Plus the values of Change Orders for which the final cost or credit has not yet been determined, and which is not in dispute;

**6.5.2.3.** Plus the portion of the Contract Price allocated to equipment and materials delivered and suitably stored at the site (or, if approved in advance by Owner, suitably stored off the site) for incorporation in the Work, less a retainage of twenty-five (25) percent.

**a.** If approved in advance by Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing.

**b.** Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by Contractor with procedures satisfactory to Owner to establish Owner's title to such materials and equipment or otherwise protect Owner's interest, and shall include applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site.

**6.5.2.4.** Less the aggregate of previous payments made by Owner to Contractor for the Work.

**6.5.2.5.** Less amounts, if any, for which Inspector has withheld or disallowed as provided in Article 9 and Section 6.7.

**6.5.2.6.** Plus, upon Substantial Completion of the Work, an amount sufficient to increase the total amount paid to Contractor for the Work to ninety (90) percent of the Contract Price, less amounts as Inspector determines for incomplete Work and unsettled claims.

**6.5.2.7.** Plus, if final completion of the Work is thereafter materially delayed through no fault of Contractor, any additional amounts payable in accordance with the Section 6.8.

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**6.5.2.8.** Less amounts, if any, withheld as anticipated liquidated damages incurred as a result of a delay to the Work's completion, as shown on Contractor's schedule.

**6.5.2.9.** Less amounts, if any, withheld as compensation for excessive submittals, as further set forth in Section 3.4.2.

**6.5.3** Release of Claims: Payment of undisputed progress payments is contingent upon Contractor furnishing Owner with a release of all claims against Owner arising by virtue of the Work relating to the amount so paid. The release may be on the form used for computing progress payments.

**6.5.4** Work Free of Liens: Contractor warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from Owner shall be free and clear of liens, claims, security interests, or encumbrances against Contractor by Subcontractor, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment in relation to the Work.

**6.5.5** Interest Payments: If Owner does not pay Contractor within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, excluding retention amounts, then Owner shall pay interest to Contractor as provided by Section 20104.50 of the Public Contract Code. If Inspector does not issue a Certificate for Payment, through no fault of Contractor, within seven (7) days after receipt of Contractor's Application for Payment, the number of days available to Owner to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which Owner exceeds the seven (7) day return requirement set forth in Section 20104.50, subdivision (c)(2), of the Public Contract Code.

### 6.6 INSPECTOR'S CERTIFICATION FOR PAYMENT

**6.6.1** Inspector's Determination: Inspector will, within seven (7) days after receipt of Contractor's Application for Payment, either issue to Owner a Certification for Payment, with a copy to Contractor, for such amount as Inspector determines is properly due, or notify Contractor and Owner of Inspector's reasons for withholding certification in whole or in part as provided for in Section 6.7.

### 6.7 WITHHOLDING FROM PAYMENTS

**6.7.1** Reasons for Withholding: Owner, upon recommendation of Inspector, may withhold payments or, on account of subsequently discovered evidence, nullify the whole or a part of any progress or retention payments to such extent as may be necessary to protect Owner from loss on account of:

**6.7.1.1** Defective work or material not remedied or replaced.

**6.7.1.2** The filing of claims or stop notices to withhold or reasonable evidence indicating probable filing of such claims or notices.

**6.7.1.3** Failure of Contractor to make payments properly to Subcontractor or for materials or labor.

**6.7.1.4** Failure to make payments to any person or entity for financial obligations of

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Contractor under terms of the Contract Documents,

**6.7.1.5** A reasonable doubt that the Work can be completed for the balance then unpaid.

**6.7.1.6** Damage to another contractor.

**6.7.1.7** Performance of work in violation of the terms of the Contract Documents.

**6.7.1.8** Excessive costs to Owner, as described in Section 1.5 or costs for excessive submittals, Requests for Instruction (RFI), Failed Inspections, as described in Section 3.4.2.

**6.7.1.9** Failure of Contractor to comply with requirements for timely submittal of specified documentation, including but not limited to construction schedules, cost proposals, and submittals.

**6.7.1.10** Anticipated liquidated damages incurred due to an inability to meet the Contract Time and any updates thereto.

**6.7.2** Release of Payment: Owner shall pay Contractor the amounts withheld when the reasons for withholding are removed.

### 6.8 SUBSTANTIAL COMPLETION

**6.8.1** Request for Inspection: When Contractor considers that the Work, or a portion thereof which Owner agrees to accept separately, is substantially complete, Contractor shall request an inspection of the Work. Inspector will then make an inspection to determine whether the Work or designated portion thereof is substantially complete. If Inspector's inspection discloses significant Work which is not in accordance with the requirements of the Contract Documents, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such Work. Inspector shall prepare a list of any items of Work which is judged to be minor repair work or to be covered by warranties.

**6.8.2** Certificate of Substantial Completion: When the Work or designated portion thereof is substantially complete, Inspector will recommend to Owner that Owner issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion and shall fix the time within which Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall indicate responsibilities assigned to Contractor and shall be accepted in writing by him or her.

**6.8.3** Final Payment: Except as otherwise provided, upon issuance of a Certificate of Substantial Completion, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Price shall be paid to Contractor.

### 6.9 ALTERNATIVES TO FIVE PERCENT (5%) RETENTION

**6.9.1** Substitution of Securities for Five Percent (5%) Retention: As provided under Section 22300 of the Public Contract Code, Contractor may, at his or her request and expense, and in lieu of the monies withheld by Owner to ensure performance under the Contract Documents, deposit

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securities equivalent to the amount withheld with Owner or with a state or federally chartered bank as an escrow agent, who shall then pay those monies to Contractor upon satisfactory completion of the Work and release of retention by Owner.

**6.9.2** Alternatively, as further provided under Section 22300 of the Public Contract Code, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. Contractor may direct the investment of the payments into securities at Contractor's expense and shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Work and release of the retention, Contractor shall receive from the escrow agent all securities, interests, and payments received by the escrow agent from Owner.

**6.9.3** Securities eligible for investment under this Section shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

**6.9.4** Form of Escrow Agreement: The terms and conditions of the escrow shall substantially conform to the form set forth in subdivision (f) of Section 22300 of the Public Contract Code.

**6.9.5** Escrow Agreements for Subcontractor: In the event Contractor chooses to receive interest on monies withheld by retention, Contractor shall comply with subdivision (d) of Section 22300 of the Public Contract Code for any Subcontractor performing Work under the Contract Documents.

### **6.10 FINAL COMPLETION AND PAYMENT OF RETENTION**

**6.10.1** Affidavit of Payment: After the date of Substantial Completion of the Work and before final acceptance of the Work, Contractor shall file with Inspector his or her notarized affidavit stating that all persons employed, all firms supplying materials, and all Subcontractors have been paid in full, except certain items, if any, to be set forth in such affidavit covering disputed claims, including claims for acceleration, disruption, delays, inefficiencies, and hindrance, or items in connection for which stop notices have been filed under the provisions of the statutes of the State of California. The filing of such affidavit by Contractor shall be a prerequisite to the payment of the five percent (5%) retention.

**6.10.2** Final Inspection: Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Inspector will promptly make such inspection and, when Inspector finds the Work acceptable under the Contract Documents and the Contract fully performed, Inspector will promptly recommend to Owner that Owner may consider the Work complete and that payment of the retention may be made.

**6.10.3** Final Certification: Before payment of the retention, Contractor shall file with Owner a certificate in which he or she certifies that to the best of Contractor's knowledge, information, and belief, and on the basis of observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.

**6.10.4** Payment of Retention: Sixty (60) days after the Notice of Completion has been filed, the balance due under the Contract Documents shall be paid, less any monies held for stop notices or as disputed amounts. These payments shall not be construed as an absolute acceptance of the Work done up to the time of such payments. Contractor, if requested by Owner, shall furnish

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receipts or other vouchers showing his or her payments for materials and labor.

**6.10.5 Disputed Amounts:** Pursuant to Section 7107 of the Public Contract Code, in the event of a dispute between Owner and Contractor, Owner may withhold from the Final Payment an amount not to exceed one hundred fifty (150) percent of the disputed amount plus any amounts necessary to cover any filed and unreleased stop notices. Except as so withheld, Owner shall pay the retention within sixty (60) days after the date of completion of the Work. In the event that retention amounts are not paid timely, Owner shall be subject to the interest provisions of Section 7107 of the Public Contract Code.

**6.10.6 Notice of Completion:** The Work shall be accepted in writing in the form of a Notice of Completion when the Work has been completed to the satisfaction of Owner. In judging the Work, no allowance for deviations from the original Specifications will be made unless already approved in writing at the proper times and in the manner as called for herein. The Notice of Completion shall be recorded by Owner.

### **ARTICLE 7**

#### **PROTECTION OF PERSONS AND PROPERTY**

##### **7.1 PROTECTION OF WORK, PROPERTY, AND PERSONS**

**7.1.1 Responsible for Damage to Owner's Property:** Contractor shall be entirely responsible for any damage to the property of Owner due to careless handling of tools and/or materials or other causes attributed to Contractor or any Subcontractor in performing the Work.

**7.1.2 Responsible for Safety:** Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during the course of construction.

**7.1.3 Safety and Convenience:** Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor will notify the owners of adjacent utilities when progression of the Work may affect them.

**7.1.4 Remedy Damages:** Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone of whose acts Contractor may be liable, except damage or loss attributable to the sole fault or to the acts or omissions of Owner or Inspector or anyone employed by them and not attributable, directly, or indirectly, in whole or in part, to the fault or negligence of Contractor.

**7.1.5 Protection of Workers in Trenches:** As required by Section 6705 of the Labor Code and any other applicable statute, law, or regulation, whenever the Work involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by Owner, or by a registered civil or structural Engineer employed by Owner to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other

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provisions to be made for worker protection from the hazard of caving ground during the excavation, or such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Department of Industrial Relations, Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor and all costs therefor shall be included in the Contract Price for completion of the Work. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on Owner, Owner's Engineer, or any of their officials, officers, agents, representatives, or employees.

### **ARTICLE 8** **INSURANCE AND BONDS**

#### **8.1 INSURANCE**

**8.1.1** Contractor shall procure and maintain for the Contract Time and for ten (10) years thereafter insurance against claims for injuries to persons or damages to property, which may arise from or in connection with, the performance of the Work by Contractor, his or her agents, representatives, employees, or Subcontractor. Coverage shall be at least as broad as the specifications set forth below.

**8.1.2** Commercial General Liability Insurance (CGL): Contractor shall obtain CGL as provided in Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate term applies, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.

**8.1.3** Automobile Liability: Contractor shall obtain automobile liability insurance as provided in Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits of no less than five million dollars (\$5,000,000) per accident for bodily injury and property damage.

**8.1.4** Workers' Compensation: Contractor shall carry workers' compensation insurance as required by California law in at least the amounts set forth in the applicable statutes and shall also carry Employers' Liability insurance with a limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

**8.1.5** Professional Liability: For Design/Build projects, Contractor shall have professional liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence or claim and with a three million dollars (\$3,000,000) policy aggregate.

**8.1.6** Contractor's Pollution; Asbestos Liability; Errors and Omissions: If the Work includes environmental hazards, Contractor shall have contractors' legal liability, asbestos legal liability, and/or errors and omissions insurance with limits of no less than one million dollars (\$1,000,000) per occurrence or claim and two million dollars (\$2,000,000) policy aggregate.

**8.1.7** Deductibles and Self-Insured Retentions: Contractor shall declare to and obtain the approval of Owner for any deductibles or self-insured retentions. At the option of Owner, Contractor shall either cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to Owner, its officers, officials, employees, and agents, or Contractor shall provide a financial guarantee satisfactory to Owner guaranteeing payment of losses and related



## STRATFORD LEVEE PROJECT

investigations, claim administration, and defense expenses.

**8.1.8 Endorsement:** Contractor shall endorse all insurance policies with the following provisions:

**8.1.8.1** The County of Kings, its officers, officials, employees, and agents are to be covered as additional insured on the CGL and automobile liability policies with respect to liability arising out of the Work or operations performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such Work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance in language at least as broad as ISO Form CG 20 10, 11 85, or both CG 20 10 and CG 23 37 forms if later revisions are used.

**8.1.8.2** Contractor's insurance shall be the primary insurance for any claims related to the Work with respect to Owner, its officers, officials, employees, and agents. Any insurance maintained by Owner, its officers, officials, employees, or agents shall be in excess of Contractor's insurance and shall not contribute thereto.

**8.1.8.3** Each insurance policy obtained as required herein shall provide that coverage shall not be reduced or canceled, except with a minimum of thirty (30) days written notice to Owner.

**8.1.8.4** In the event the Work includes trenching or construction of a tunnel, Contractor shall ensure that an exclusion of loss arising from explosion, collapse, and underground shall be endorsed out of the insurance policy.

**8.1.9 Acceptability of Insurers:** Contractor shall obtain insurance from insurers with a current A.M. Best Rating of no less than A: VII, unless otherwise acceptable to Owner.

**8.1.10 Waiver of Subrogation:** Contractor hereby agrees to waive rights of subrogation. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. Contractor shall endorse his or her workers' compensation policy with a waiver of subrogation in favor of Owner for all Work performed by Contractor, its employees, agents, and Subcontractor.

**8.1.11 Verification of Coverage:** Contractor shall furnish Owner with original certificates and endorsements, or copies of the applicable insurance language, effecting coverage required by the Contract Documents. All certificates and endorsements are to be received and approved by Owner before the commencement of any Work. Owner's failure to obtain the required documents prior to the commencement of the Work shall not constitute a waiver of Contractor's obligation as provided herein. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

**8.1.12 Subcontractor:** Contractor shall require and verify that all Subcontractors maintain insurance coverage that meets or exceeds all of the requirements stated herein.

## 8.2 BONDS

**8.2.1 General Requirements for Bonds:** Before commencing any Work, Contractor shall file three (3) of each bond together with three (3) certified copies of said bonds with Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds and

## **STRATFORD LEVEE PROJECT**

shall be issued by corporations duly and legally authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. They shall be maintained by Contractor at his or her expense during the Contract Time or longer as provided.

**8.2.2 Performance and Maintenance Bond(s):** Contractor shall obtain a Performance bond in the amount of one hundred percent (100%) of the Contract Price which shall guarantee the faithful performance of the Work and insure Owner during the Contract Time. Contractor shall also obtain a maintenance bond in the amount of one hundred percent (100%) of the Contract Price which shall be in full force and effect through the Guarantee Period. Both bonds shall insure against faulty or improper materials and/or workmanship.

**8.2.3 Payment Bond:** Contractor shall obtain a Payment bond in the amount of one hundred percent (100%) of the Contract Price which shall guarantee the payment in full of all claims for labor and materials in accordance with the provisions of the laws of the State of California.

**8.2.4 Change of Surety:** If at any time a surety on such bonds becomes irresponsible or loses its right to do business in the State of California, Owner may require another surety which Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate surety must be provided in the form of a certificate as to his or her power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of the bonds shall be subject to approval by Owner.

### **ARTICLE 9** **UNCOVERING AND CORRECTION OF WORK**

#### **9.1 DEVIATION FROM CONTRACT DOCUMENTS**

**9.1.1 Improper Work:** If Contractor varies from the Contract Documents in the form or quality of the Work, or the amount or value of the materials herein provided for, Owner shall have the right to order such improper work or materials removed, remade, or replaced without further compensation due to Contractor or Subcontractor. In the event such order is made, any other Work disturbed or damaged by such alteration shall be made good at Contractor's expense.

#### **9.2 CORRECTION OF WORK**

**9.2.1 Inspection of Improperly Covered Work:** If any Work is covered contrary to the written instructions of Inspector it must, if requested by Inspector, be uncovered for Inspector's observation and replaced at Contractor's expense.

**9.2.2 Inspection of Covered Work:** If Inspector considers it necessary or advisable that covered Work be inspected or tested by others, Contractor, at Inspector's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as Inspector may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. Contractor will bear all expenses of such uncovering, exposure, observation, inspection, and testing and of any satisfactory reconstruction, if needed.

**9.2.3 Rejected Work:** Contractor shall promptly remove from the premises all Work rejected by Inspector or Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not. Contractor shall promptly replace and re-execute the Work either during the Contract Time or during the Guarantee Period in accordance with the Contract Documents

## **STRATFORD LEVEE PROJECT**

and without expense to Owner. Contractor shall also bear the expense of making good all Work of other contractors or Subcontractor destroyed or damaged by such removal or replacement.

**9.2.4 Cost of Correction:** All removal and replacement Work shall be done at Contractor's expense. If Contractor does not take action to remove rejected Work within ten (10) days after receipt of written notice, Owner may remove such Work and store the materials at the expense of Contractor. Owner also may perform such Work or repairs itself and charge the expense to Contractor.

**9.2.5 Correction During Guarantee Period:** If during the Guarantee Period or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. The Guarantee Period shall be extended with respect to portions of the Work first performed after Notice of Completion by the period of time between Notice of Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work and termination of the Contract. Owner shall give such notice promptly after discovery of the condition.

### **ARTICLE 10** **TERMINATION OR SUSPENSION OF CONTRACT**

#### **10.1 TERMINATION BY OWNER FOR CONVENIENCE**

**10.1.1 Right to Terminate:** Owner reserves the right to terminate the Contract at any time upon determination by its Board that termination of the Contract is in the best interest of Owner. Owner shall issue Contractor a written notice specifying that the Contract will be terminated and specify the date of such termination.

**10.1.2 Contractor's Duties:** Upon receipt of said written notice, Contractor shall stop all Work except that specifically directed to be completed prior to acceptance, perform the Work Inspector deems necessary to secure the Work for termination, remove equipment and tools from the site of the Work, take such action as is necessary to protect materials from damage, dispose of materials not yet used in the Work as directed by Inspector, and clean up the site in accordance with Section 3.11.3.

**10.1.3 Payment for Work:** If the Contract is terminated for Owner's convenience as provided herein, all finished or unfinished Work and materials previously paid for shall, at the option of Owner, become its property. Contractor shall be paid an amount which reflects costs incurred for Work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by Inspector, and without profit, for all work performed to secure the Work for termination.

#### **10.2 TERMINATION BY OWNER FOR CAUSE**

**10.2.1 Written Termination Notice:** If Contractor is adjudged a bankrupt or insolvent, makes a general assignment for the benefit of its creditors, has a trustee or receiver appointed for any of its property, files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, fails to supply sufficient skilled workers or suitable material or equipment on more than one (1) occasion, fails to make prompt payments to Subcontractors for labor, materials, or equipment on more than one (1) occasion, disregards the authority of Inspector, or otherwise violates any provision of the Contract Documents, Owner may, without

## STRATFORD LEVEE PROJECT

prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days written notice of termination, terminate the services of Contractor and take equipment and machinery owned by Contractor and finish the Work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

**10.2.2** Inspector's Notice to Work or Quit: Without prejudice to other rights or remedies Owner may have if Contractor fails to begin delivery of materials and equipment, commence Work within the time specified, maintain the rate of delivery of material, execute the Work in the manner and at such locations as specified, or is not carrying out the intent of the Contract Documents, an Inspector's written notice may be served upon Contractor and its Surety on its faithful performance bond demanding satisfactory compliance with the Contract Documents. Service shall be made by U.S. Mail, First Class, return receipt requested.

**10.2.2.1** If Contractor or its Surety does not comply with such notice within five (5) days after the date delivered as indicated on the return receipt, or after starting to comply, fails to continue, Owner may exclude it from the Work site, take possession of all material and equipment, and complete the Work by Owner's forces, letting the unfinished work to another Contractor, or a combination of such methods.

**10.2.3** Owner's Rights after Termination: Where Contractor's services have been terminated by Owner, said termination shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from compliance with the Contract Documents.

**10.2.3.1** If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid by Contractor. If the unpaid portion of the Contract Price is insufficient for completion, Contractor or its Surety shall pay Owner all costs in excess of the Contract Price within five (5) days after the completion of the Work. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any monies due or coming due from Owner.

**10.2.3.2** If the Surety assumes any part of the Work, it shall take Contractor's place in all respect for that part and shall be paid by Owner for all work performed by it in accordance with the Contract Documents. If the Surety assumes the entire Contract, all monies due Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Contract Documents.

**10.2.3.3** The provisions of this Section shall be in addition to all other rights and remedies available to Owner under law or equity.

**10.2.4** Subsequent to Notice of Termination: If, after notice of termination under Section 10.2, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 10.1.

### 10.3 SUSPENSION OF WORK

**10.3.1** Owner May Suspend: Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by Contractor, by written

## STRATFORD LEVEE PROJECT

notice to Contractor and Inspector, which shall fix the date on which the Work shall be resumed.

**10.3.2 Resumption of Work:** Contractor will resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, as directly attributed to any suspension.

**APPENDIX A  
LEVEE MEASUREMENTS**



# LEVEE MEASUREMENTS, KINGS COUNTY, CA

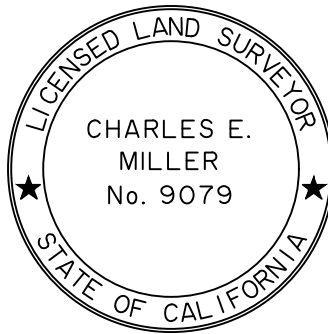
## NOTES:

FIELD WORK WAS COMPLETED ON MAY 4TH, 2023 BY BEDROCK ENGINEERING INC.

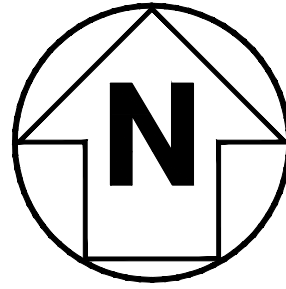
THE VERTICAL DATUM: NAVD88

BENCHMARK: NGS MONUMENT "MADISON AZ MK" (PID GT2009), BRASS DISK LOCATED IN A CONCRETE CULVERT HEADWALL ON THE NORTHWEST SIDE OF HIGHWAY 41. (ELEVATION = 187.22' NAVD88)

NOTE: ELEVATION OF 187.22' IS PER A DOCUMENT PREPARED IN MARCH 2023, BY PROVOST & PRITCHARD CONSULTING GROUP, TITLED "CROSS CREEK FLOOD CONTROL DISTRICT LEVEE SURVEY".



*Charles E. Miller*

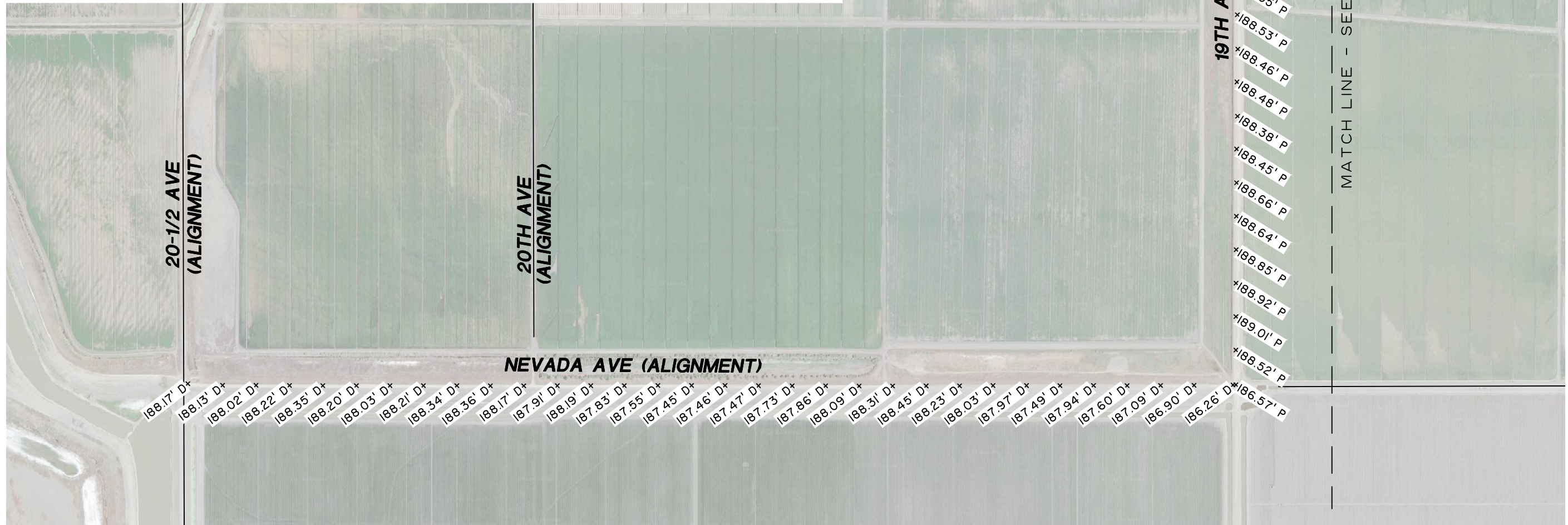


SCALE: 1" = 800'



## LEGEND

- D DIRT MEASUREMENT
- P PAVEMENT MEASUREMENT



MANTECA AVE

19TH AVE

MATCH LINE - SEE SHEET 2

DATE: MAY 8, 2023  
 DRAWN BY: CEM  
 CHECKED BY: PAM  
 PROJECT NO: 23-7288  
 DRAWING NAME: 23-7288 HRI LEVEE  
 SHEET NO: 1  
 SHEET 1 OF 3 SHEET(S)

Mail: P.O. Box 25783  
 Fresno, Ca 93729  
 Office: 10878 Highway 41  
 Madera, Ca 93636  
 voice: 559.645.4849  
 fax: 559.645.4869  
 www.bedrockeng.com



LEVEE AND ROAD MEASUREMENTS  
 KINGS COUNTY, CALIFORNIA  
 MARCH, 2023



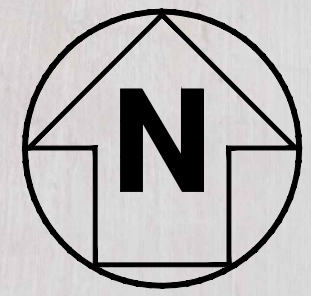


19TH AVE

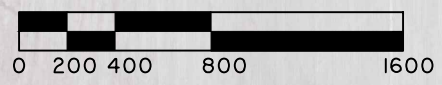
MATCH LINE - SEE SHEET I

18TH AVE (ALIGNMENT)

NEVADA AVE (ALIGNMENT)

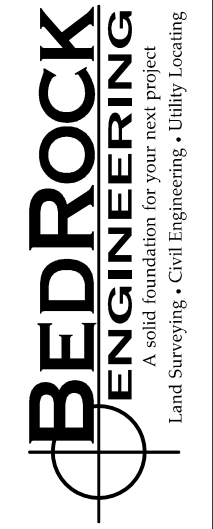


SCALE: 1" = 800'



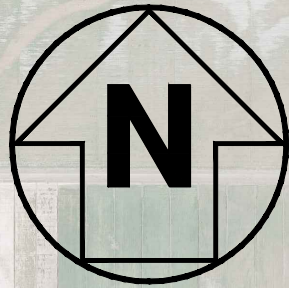
DATE: MAY 8, 2023  
 DRAWN BY: CEM  
 CHECKED BY: PAM  
 PROJECT NO: 23-7288  
 DRAWING NAME: 23-7288 HRI LEVEE  
 SHEET NO. 2  
 SHEET 2 OF 3 SHEET(S)

Mail: P.O. Box 25783  
 Fresno, Ca 93729  
 Office: 10878 Highway 41  
 Madera, Ca 93636  
 voice: 559.645.4849  
 fax: 559.645.4869  
 www.bedrockeng.com

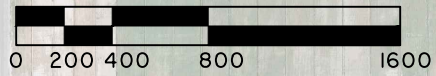


LEVEE AND ROAD  
 MEASUREMENTS  
 KINGS COUNTY, CALIFORNIA  
 MARCH, 2023





SCALE: 1" = 800'



STRATFORD

HIGHWAY 41

6TH ST

20-1/2 AVE

20TH AVE

LANSING AVE

LAUREL AVE

LINCOLN AVE

S 19TH AVE

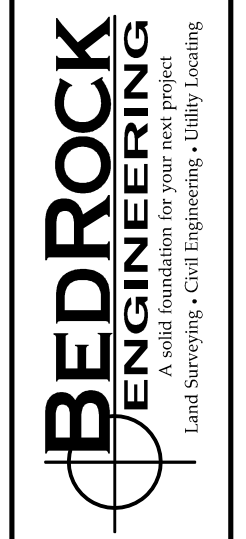
- +188.62' P
- +188.33' P
- +188.04' P
- +187.62' P
- +187.26' P
- +187.74' P
- +188.33' P
- +188.84' P
- +188.96' P
- +188.88' P
- +188.91' P
- +188.68' P
- +188.47' P
- +188.09' P
- +187.59' P
- +187.62' P
- +187.69' P
- +187.50' P
- +187.64' P
- +188.27' P
- +189.88' P
- +188.83' P
- +188.17' P
- +188.02' P
- +187.98' P
- +188.08' P
- +188.13' P
- +188.23' P
- +188.52' P
- +188.54' P
- +188.52' P
- +188.56' P
- +188.43' P
- +188.36' P
- +188.22' P
- +188.26' P
- +188.16' P
- +188.13' P
- +188.14' P
- +187.98' P
- +188.04' P

- +190.02' P
- +189.61' P
- +189.38' P
- +189.11' P
- +189.08' P
- +188.97' P
- +188.96' P
- +188.92' P
- +189.25' P
- +189.32' P
- +188.84' P
- +188.83' P
- +188.38' P
- +188.30' P
- +188.25' P
- +188.37' P
- +188.26' P
- +188.09' P
- +187.85' P
- +187.55' P
- +187.92' P

SEE SHEETS 1 AND 2 FOR MEASUREMENTS TO SOUTH

DATE: MARCH 8, 2023  
 DRAWN BY: CEM  
 CHECKED BY: PAM  
 PROJECT NO: 23-7288  
 DRAWING NAME: 23-7288 HRI LEVEE  
 SHEET NO. 3

Mail: P.O. Box 25783  
 Fresno, Ca 93729  
 Office: 10878 Highway 41  
 Madera, Ca 93636  
 voice: 559.645.4849  
 fax: 559.645.4869  
 www.bedrockeng.com



LEVEE AND ROAD  
 MEASUREMENTS  
 KINGS COUNTY, CALIFORNIA  
 MARCH, 2023



**APPENDIX B  
FEDERAL MINIMUM WAGE RATES  
(DAVIS BACON WAGE RATES)**

<http://www.wdol.gov/dba.aspx>

"General Decision Number: CA20230018 06/09/2023

Superseded General Decision Number: CA20220018

State: California

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

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at  
<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023
10	04/14/2023
11	04/21/2023
12	06/02/2023
13	06/09/2023

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,  
 MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS &  
 TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA  
 CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 30.45	10.60
Area 2.....	\$ 36.53	9.27

-----  
 ASBE0016-008 02/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN  
 FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,  
 MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

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BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 49.62	41.27
Area 2.....	\$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

BRCA0003-003 08/01/2022

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

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
( 1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 47.88	23.29
( 7) San Francisco, San Mateo.....	\$ 53.69	26.03
( 8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 53.61	23.81
( 9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 45.12	21.55
(16) Monterey, Santa Cruz...	\$ 50.78	25.42

BRCA0003-008 07/01/2022

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

BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 33.86	17.54
Area 2.....	\$ 30.90	17.67

Area 3.....	\$ 29.89	16.80
Tile Layer		
Area 1.....	\$ 55.41	20.50
Area 2.....	\$ 50.66	20.40
Area 3.....	\$ 45.76	19.92

-----  
 CARP0022-001 07/01/2021

San Francisco County

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

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

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

DEPTH PAY (Surface Diving):  
 050 to 100 ft \$2.00 per foot  
 101 to 150 ft \$3.00 per foot  
 151 to 220 ft \$4.00 per foot  
 221 ft.-deeper \$5.00 per foot

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

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

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

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CARP0034-003 07/01/2021

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

-----  
CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

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

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CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
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Carpenters

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

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CARP0152-002 07/01/2020

San Joaquin County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

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CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates Fringes

Carpenters

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

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CARP0217-001 07/01/2021

San Mateo County

Rates Fringes

Carpenters

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

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CARP0405-001 07/01/2021



Santa Clara County

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

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CARP0405-002 07/01/2021

San Benito County

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

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CARP0505-001 07/01/2021

Santa Cruz County

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

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CARP0605-001 07/01/2021

Monterey County

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

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CARP0701-001 07/01/2021

Fresno and Madera Counties

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

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CARP0713-001 07/01/2021

Alameda County

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

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CARP1109-001 07/01/2021

Kings County

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

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ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 48.43	3%+23.15
Technician.....	\$ 55.69	3%+23.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control

function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0006-007 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 84.50	3%+40.315

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 ELEC0100-002 03/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.50	27.655

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 ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 38.24	23.80
Technician.....	\$ 47.80	24.08

SCOPE OF WORK

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

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

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

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

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

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

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

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

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

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ELEC0234-001 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

Table with 2 columns: Rates, Fringes. Rows for ELECTRICIAN, Zone A, Zone B.

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

Table with 2 columns: Rates, Fringes. Rows for Sound & Communications, Installer, Technician.

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 68.92	32.67
ELECTRICIAN.....	\$ 61.26	32.44

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 ELEC0302-003 12/01/2022

CONTRA COSTA COUNTY

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

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0332-001 06/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 92.20	42.316
ELECTRICIAN.....	\$ 80.17	41.955

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

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 ELEC0332-003 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	25.435
Technician.....	\$ 58.86	25.666

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 72.80	3%+39.94
ELECTRICIAN.....	\$ 63.30	3%+39.94

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 ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work.....	\$ 46.67	7.75%+25.88
(2) All other work.....	\$ 44.45	7.75%+25.88

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ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	3%+23.90
Technician.....	\$ 58.86	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-008 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 40.88	3%+23.90
Technician.....	\$ 47.01	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 78.00	45.88

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 ELEC0617-003 12/01/2022

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	25.44
Technician.....	\$ 58.86	25.67

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0684-001 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

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 ELEC0684-004 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates	Fringes
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Communications System

Installer.....	\$ 38.24	23.80
Technician.....	\$ 43.98	23.97

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC1245-001 06/01/2022

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

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

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 ELEV0008-001 01/01/2023

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

FOOTNOTE:

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

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 ENGI0003-001 06/28/2021

""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 53.92	31.54
GROUP 2.....	\$ 52.39	31.54
GROUP 3.....	\$ 50.91	31.54
GROUP 4.....	\$ 49.53	31.54
GROUP 5.....	\$ 48.26	31.54
GROUP 6.....	\$ 46.94	31.54
GROUP 7.....	\$ 45.80	31.54
GROUP 8.....	\$ 44.66	31.54
GROUP 8-A.....	\$ 42.45	31.54
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15

Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

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

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade

checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

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

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

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

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

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

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#### ALL CRANES AND ATTACHMENTS

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

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

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

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

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#### PILEDRIVERS

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

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu.

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

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AREA DESCRIPTIONS:

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

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS,  
MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN  
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,  
STANISLAUS, TUOLUMNE  
AREA 2 -NOTED BELOW

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

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

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

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

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

MONTEREY COUNTY:  
Area 1: Remainder  
Area 2: Southwestern part

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

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ENGI0003-008 08/01/2022

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

## AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

### ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

### CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

### COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

### ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

### FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

### GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

### LASSEN COUNTY:

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

Area 2: Remainder

### MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

### MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

### MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

### NEVADA COUNTY:

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

Area 2: Remainder

### PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

### PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder



SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

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

Area 2: Remainder

TRINITY COUNTY:

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

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

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

GROUP DESCRIPTIONS:

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

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

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

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

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

Area 2: Remainder

TRINITY COUNTY:

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

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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IRON0377-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

Rates Fringes

Ironworkers:

Fence Erector.....\$ 41.28 25.66

Ornamental, Reinforcing

and Structural.....\$ 49.88 34.30

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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IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing		
and Structural.....	\$ 50.38	34.30

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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IRON0433-005 01/01/2023

REMAINING COUNTIES

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

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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LAB00067-006 03/04/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER)

Area 1.....	\$ 35.25	27.09
Area 2.....	\$ 34.25	27.09

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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\* LAB00073-002 06/27/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	\$ 35.01	25.49
Traffic Control Person I....	\$ 35.31	25.49

Traffic Control Person II...\$ 32.81 25.49

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

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

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LAB00073-003 07/01/2022

SAN JOAQUIN COUNTY

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

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LAB00073-005 07/01/2021

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

LABORERS)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

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

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITES)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

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

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LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of

voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling



of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0073-009 07/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	34.48	26.21
Traffic Control Person I....\$	34.78	26.21
Traffic Control Person II...\$	32.28	26.21

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

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

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LAB00261-005 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	42.00	25.71
GROUP 2.....\$	41.77	25.71
GROUP 3.....\$	41.52	25.71
GROUP 4.....\$	41.07	25.71
GROUP 5.....\$	40.53	25.71
Shotcrete Specialist.....\$	42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

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

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LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite,

epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00261-011 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 36.05	27.12

FOOTNOTES: Underground work such as sewers, manholes, catch

basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

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LAB00261-014 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 40.48	30.23

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00270-003 06/28/2021

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 34.48	26.21
Area B.....	\$ 33.48	26.21
Traffic Control Person I		
Area A.....	\$ 34.78	26.21
Area B.....	\$ 33.78	26.21
Traffic Control Person II		
Area A.....	\$ 32.28	26.21
Area B.....	\$ 31.28	26.21

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

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

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LAB00270-004 07/01/2021

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00270-005 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

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

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LAB00270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

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

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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#### LABORER CLASSIFICATIONS

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

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

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

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small



diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling

and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LAB00270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

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

-----

## LABORER CLASSIFICATIONS

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

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

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

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00270-011 07/01/2022

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.23	29.59

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00294-001 07/01/2022

FRESNO, KINGS AND MADERA COUNTIES

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

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LAB00294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

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

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

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LAB00294-005 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

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

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

Rates                      Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31

GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

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

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LABORER CLASSIFICATIONS

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

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

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.



B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)  
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LAB00294-010 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
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LAB00294-011 07/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.  
-----

LAB00304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

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

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

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LAB00304-003 07/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20

GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

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

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

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

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

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LABORER CLASSIFICATIONS

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

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

similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material.  
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00304-005 07/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 36.05	27.12

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LAB00304-008 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
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Plasterer tender.....\$ 40.48 30.23

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00324-002 06/28/2021

CONTRA COSTA COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$ 34.48 26.21  
Traffic Control Person I...\$ 34.78 26.21  
Traffic Control Person II...\$ 32.28 26.21

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

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

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LAB00324-006 06/25/2018

CONTRA COSTA COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 37.82 24.11  
GROUP 2.....\$ 37.59 24.11  
GROUP 3.....\$ 37.34 24.11  
GROUP 4.....\$ 36.89 24.11  
GROUP 5.....\$ 36.35 24.11  
Shotcrete Specialist.....\$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman  
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CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

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

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LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar

type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete



GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LAB00324-014 07/01/2022

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 36.05	27.12

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LAB00324-018 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 40.48	30.23

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB01130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

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

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

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LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83

GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO1130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

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

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LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

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

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

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

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

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LABORER CLASSIFICATIONS

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

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

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:  
 A: at demolition site for the salvage of the material.  
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

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 WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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 LAB01130-008 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25
Work on a swing stage scaffold: \$1.00 per hour additional.		

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 LAB01130-009 07/01/2022

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 38.02	28.25
Work on a swing stage scaffold: \$1.00 per hour additional.		

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 PAIN0016-001 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
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Painters:.....\$ 47.42 27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-003 01/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes

Drywall Finisher/Taper

AREA 1.....\$ 57.16 30.24

AREA 2.....\$ 53.03 28.84

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PAIN0016-012 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

Rates Fringes

SOFT FLOOR LAYER.....\$ 55.25 32.63

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PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes

PAINTER

Brush.....\$ 38.23 22.05

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-022 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 51.04	27.28

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PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

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PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 55.77	32.45

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PAIN0294-004 01/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 32.99	21.30
Drywall Finisher/Taper.....	\$ 47.11	28.99

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

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PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

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PAIN0767-001 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.



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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

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PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

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PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

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PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

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PLUM0038-001 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 82.00	48.18
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PLUM0038-005 07/01/2022		

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15
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PLUM0062-001 01/01/2023		

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 50.00	39.35
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PLUM0159-001 07/01/2022		

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.93	41.04
(2) All other work.....	\$ 62.12	45.24
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PLUM0246-001 01/01/2023		

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 46.95	38.59
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* PLUM0246-004 01/01/2017		

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphraging of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of

concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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 PLUM0342-001 07/01/2022

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 72.00	45.70
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 72.00	45.70

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 PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 32.22	17.55

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 PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 68.76	46.63

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 PLUM0442-001 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 50.75	35.14

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 PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 73.10	38.61

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 ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 41.31	15.31

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

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 ROOF0040-002 08/01/2022

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 49.83	21.14

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 ROOF0081-001 08/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 50.27	20.66

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 ROOF0081-004 08/01/2022

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 43.13	19.71

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 ROOF0095-002 08/01/2022

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 55.16	20.82
Journeyman.....	\$ 51.16	20.82
Kettle person (2 kettles)...	\$ 53.16	20.82

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 SFCA0483-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 72.59	36.95

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 SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE

COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.32	27.25

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SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

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SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.34	39.22

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SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 41.28	45.41

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SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.07	40.79

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SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

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SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55
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TEAM0094-001 07/01/2022		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

FOOTNOTES:  
 Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive

the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.



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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"