

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



**NOTICE TO CONTRACTORS  
PROPOSAL, AGREEMENT  
SPECIAL PROVISIONS**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
KETTLEMAN CITY GENERAL PETROLEUM AVENUE  
IMPROVEMENTS PROJECT**

County Bid No: 2024-36

Bid Opening Date: April 4, 2024

# CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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**

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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:

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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**

Construct new curb and gutters with ADA compliant sidewalk, and curb ramps along General Petroleum Avenue within the unincorporated community of Kettleman City. Construction of asphalt plugs along new improvements are also anticipated. See project plans and specifications for complete description.

**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 **4:00 p.m, local time, on April 4, 2024.** Said bids will be opened in public at or after 4:00 p.m. local time of said day in the office of the Purchasing Manager. Bids shall be submitted only on the forms provided thereof.

All questions shall be submitted in writing at [Patricio.Villegas@co.kings.ca.us](mailto:Patricio.Villegas@co.kings.ca.us) Department of Public Works, County of Kings, 1400 West Lacey Boulevard, Hanford, California. Questions shall be submitted by 4:00 p.m. local time on March 28, 2024. Questions received after the prescribed date will not be considered.

**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 or Class C-8 and C-12 contractor's licenses.

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.

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## **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 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; and
- 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.

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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 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 (State), and the Department of Labor (Federal), which ever is higher, 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..

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- 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/dprewagedetermination.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.
- g. Davis-Bacon Federal Wage Determinations are applicable to this project. Wage rates are shown on Attachment 3 of these specifications.

### **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.

### **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 sixty (60) days after the date the Board awards bid to the lowest responsible bidder. The Bid Bond shall be returned sixty (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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Doug Verboon  
Chairman, Kings County Board of Supervisors

Dates of Publication: March 9, 2024 & March 30, 2024



# CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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:

#### **“CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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 regarding 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.

## CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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.

# CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS PROJECT

## **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 ten (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 an amount equal to one hundred (100) percent 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:

## CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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 **thirty-five (35) working days** from the date of commencement of 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**

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
PROJECT

SECTION 00 52 13  
SAMPLE CONSTRUCTION AGREEMENT  
for

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS PROJECT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2024, 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 **CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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 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 **thirty-five (35) working days** from the date of commencement.

**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.

# CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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 one hundred and fifty (150) percent of the disputed amount. Except as so withheld, the Owner shall release the retention withheld within sixty (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 **\$1,000.00** 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.

# CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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: Bid Conditions, Construction Agreement, Bonds, Bid Proposal, Special Provisions, General Conditions, Debarment and Suspension Certification, Executive Order 11246, Davis-Bacon Federal Wage Determination.

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

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

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

<b>Document</b>	<b>Date</b>	<b>Pages</b>
-----------------	-------------	--------------

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:

<b>Number</b>	<b>Date</b>
---------------	-------------

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



# CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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:

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

**CONTRACTOR:**

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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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: \_\_\_\_\_  
CHAIR OF THE BOARD

CONTRACTORS:

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

APPROVED AS TO INSURANCE

By: \_\_\_\_\_  
RISK MANAGER

APPROVED AS TO FORM

By: \_\_\_\_\_  
COUNTY COUNSEL

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**

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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

**CDBG KETTLEMAN CITY GENERAL PETROLEUM IMPROVEMENTS 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 **4:00 p.m., local time, on \_\_\_\_\_, 2024.**

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

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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SECTION 00 45 00  
CERTIFICATE OF ACKNOWLEDGMENT

**ACKNOWLEDGMENT**

**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 Kings

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of the officer), 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)

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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:

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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.

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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CONTRACTOR

By

Attest

SURETY

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

Attest

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

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

\* \* \* \* \*

CDBG KETTLEMAN CITY GENERAL PETROLEUM IMPROVEMENTS  
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:

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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.



CDBG KETTLEMAN CITY GENERAL PETROLEUM IMPROVEMENTS  
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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 \$

\* \* \* \* \*

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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:

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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.

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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CONTRACTOR

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

Attest

SURETY

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

Attest

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

Total amount of premium charged \$

\* \* \* \* \*

**BID PROPOSAL**

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
PROJECT**

SECTION 00 42 00  
BID PROPOSAL

For

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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 **CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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 sixty (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 ninety (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
_____	_____
_____	_____
_____	_____
_____	_____

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
PROJECT**

(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, 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 ten (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 ten (10) days thereafter.

**TIME FOR COMPLETION:**

The successful bidder shall complete said work within **thirty-five (35)** 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 ten (10) calendar days after the receipt of 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.

**LIQUIDATED DAMAGES:**

The undersigned further agrees that there may be deducted from this contract price the sum of **\$1,000.00 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 ten (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

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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 **CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS PROJECT**, as indicated in the Drawings and Specifications, for the lump sum price of:

Item	Description	Unit of Measure	Estimated Quantity	Item Unit Price (In-Figures-\$)	Item Total (In-Figures-\$)
1	MOBILIZATION	LS	1	\$	\$
2	DUST PLAN IMPLEMENTATION	LS	1	\$	\$
3	TEMPORARY TRAFFIC CONTROL SYSTEM	LS	1	\$	\$
4	CLEARING AND GRUBBING	LS	1	\$	\$
5	ROOT BARRIER	LF	234	\$	\$
6	TREE REMOVAL	EA	7	\$	\$
7	ADJUST WATER VALVE BOX TO GRADE	EA	10	\$	\$
8	ADJUST GAS VALVE BOX TO GRADE	EA	3	\$	\$
9	RELOCATE ROADWAY SIGN	EA	4	\$	\$
10	AGGREGATE BASE (CLASS II)	CY	15	\$	\$
11	ROADWAY EXCAVATION	CY	600	\$	\$
12	ASPHALT CONCRETE (TYPE B)	TON	735	\$	\$
13	COLD MIX ASPHALT	EA	12	\$	\$
14	THERMOPLASTIC PAVEMENT MARKINGS	SF	610	\$	\$
15	RED CURB - 2 COATS (PAINT)	LF	250	\$	\$
16	VALLEY GUTTER	SF	2780	\$	\$
17	DETECTABLE WARNING SURFACE	SF	360	\$	\$
18	6" STANDARD CONCRETE CURB AND GUTTER	LF	1584	\$	\$
19	MOUNTABLE CONCRETE CURB AND GUTTER	LF	45	\$	\$
20	CURB RAMP	SF	1385	\$	\$
21	VERTICAL CURB	LF	165	\$	\$
22	MINOR CONCRETE (DRIVEWAY)	SF	1170	\$	\$
23	MINOR CONCRETE (MINOR STRUCTURE)	CY	7	\$	\$
24	CONCRETE SIDEWALK	SF	7375	\$	\$
25	MISCELLANEOUS IRON AND STEEL	LB	56	\$	\$
26	REMOVE CONCRETE	SF	650	\$	\$
27	REMOVE FENCE (BRICK AND WROUGHT IRON)	LF	149	\$	\$
28	REMOVE FENCE (CONCRETE AND WROUGHT IRON)	LF	51	\$	\$
29	REMOVE FENCE (CHAINLINK/WOODEN)	LF	208	\$	\$

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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**Total Bid:**

\$ \_\_\_\_\_ DOLLARS

(Figures)

\$ \_\_\_\_\_

(Words)

**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.

\*\*\*\*\*



**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS PROJECT**

**SUBCONTRACTOR LIST**

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

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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 excess of one-half (1/2) of one percent (1%) of General Contractor's total bid.)

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

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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: \_\_\_\_\_

**CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
PROJECT**

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.

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)

## **SPECIAL PROVISIONS**

## STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

### ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

<b>A10A</b>	<b>Abbreviations (Sheet 1 of 2)</b>
<b>RSP A10B</b>	<b>Abbreviations (Sheet 2 of 2)</b>
<b>RSP A10C</b>	<b>Lines and Symbols (Sheet 1 of 3)</b>
<b>A10D</b>	<b>Lines and Symbols (Sheet 2 of 3)</b>
<b>A10E</b>	<b>Lines and Symbols (Sheet 3 of 3)</b>

### PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

<b>RSP A20A</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>RSP A20B</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>RSP A20C</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>RSP A20D</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>RSP A24E</b>	<b>Pavement Markings - Words, Limit and Yield Lines</b>
<b>A24F</b>	<b>Pavement Markings – Crosswalks</b>

### EXCAVATION AND BACKFILL

<b>A62A</b>	<b>Excavation and Backfill - Miscellaneous Details</b>
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### CURBS, DRIVEWAY, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

<b>A87A</b>	<b>Curbs and Driveways</b>
<b>RSP A88A</b>	<b>Curb Ramp Details</b>

### ROADSIDE SIGNS

<b>RS1</b>	<b>Roadside Signs, Typical Installation Details No. 1</b>
<b>RS2</b>	<b>Roadside Signs - Wood Post, Typical Installation Details No. 2</b>
<b>RS4</b>	<b>Roadside Signs, Typical Installation Details No. 4</b>





- The construction contractor shall designate a “disturbance coordinator” responsible for responding to complaints about project construction noise and taking reasonable measures to correct the problem. The construction contractor shall conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in any notice sent to neighbors regarding the construction schedule. Contractor shall provide notices as directed by the Engineer.
- As directed by the County, the construction contractor shall implement appropriate additional noise mitigation measures, including changing the location of stationary construction equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources if needed.

Operate construction equipment or run the equipment engines only during the times shown in the chart above. The Contractor may operate equipment within the project limits during other hours to:

1. Service traffic control facilities

**Replace section 14-9.04 with:**

#### **14-9.05 DUST CONTROL PLAN/IMPLEMENTATION**

##### **14-9.05A General**

This work consists of preparing a Dust Control Plan to comply with the San Joaquin Valley Air Pollution Control District's Regulation VIII. The dust control plan may include, but not be limited to the following measures:

- Apply water to unpaved surfaces and areas
- Use non-toxic chemical or organic dust suppressants on unpaved roads and traffic areas
- Limit or reduce vehicle speed on unpaved roads and traffic areas
- Maintain areas in a stabilized condition by restricting vehicle access
- Install wind barriers
- During high winds, cease outdoor activities that disturb the soil
- Keep bulk materials sufficiently wet when handling
- Store and handle materials in a three-sided structure
- When storing bulk materials, apply water to the surface or cover the storage pile with a tarp
- Do not overload haul trucks
- Cover haul trucks with a tarp or other suitable cover, or, wet the top of the load enough to limit visible dust emissions
- Clean the interior of cargo compartments on emptied haul trucks prior to leaving a site
- Prevent trackout by installing a trackout control device
- Clean up trackout at least once a day. If along a busy road or highway, clean up trackout immediately
- Monitor dust-generating activities and implement appropriate measures for maximum dust control

##### **14-9.05B Submittals**

The contractor shall submit the dust control plan to the San Joaquin Valley Air Pollution Control District and obtain approval prior to starting work on the site.

The contractor shall provide the approval letter to the Engineer prior to earth disturbance activities.

##### **14-9.05D Payment**

The lump sum price paid for dust control plan/implementation includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and approving the dust control plan along with implementing any dust control measures as a result of the approved dust control plan, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.



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**15 EXISTING FACILITIES**

**Add to the end of section 15-1.01:**

This work shall also include removing brick and wrought iron fence, wrought iron fence, chain link fences, and wooden fences as specified in the plans. This work shall also include the removal of concrete foundations of fences.

Prior to the removal of any fences or landscaping, coordinate with owner if the owner would like to salvage any material from fences or landscaping removal. If owner would like to salvage any fence, bricks or landscaping items, place in an agreed upon location with owner and County Engineer that will allow continued access to property.

**Replace section 15-1.03D with:**

**15-1.03D Remove Concrete and Miscellaneous Items**

This work consists of removing all concrete in conflict with proposed improvements, and as shown on the plans. This work covers the removal of all concrete features, including but not limited to, curb and gutter, sidewalk, bricks, fence foundations, driveways, and existing landscape features. This bid item shall also include sawcutting the existing concrete where required for removal where shown on the plans.

**15-1.03D(1) Payment**

The contract lump sum price paid includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing concrete and miscellaneous items including severing utility connections, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Replace section 15-1.03E with:**

**15-1.03E Adjust Facility to Grade**

**15-1.03E(1) General**

This work shall consist of adjusting the existing sewer and storm drain manholes, water valve casings and the lids, water meter boxes, pull boxes, and utility boxes to finished grades so that they will be compatible with final grades at the completion of the project. Facilities in pedestrian areas shall comply with ADA latest standards and as directed by the engineer. The contractor shall be responsible for verifying that all grates, boxes and lids within the proposed roadway section are traffic graded, and if not shall replace them with a traffic graded grate, box, and/or lid approved by the engineer. No additional payment will be made for the replacement of these facilities and all costs are included in the price paid for each Adjust Facility to Grade.

**15-1.03E(2) Materials**

Salvage and reuse existing facility covers, where possible. If the existing facility is located within a sidewalk, provide a new cover that is ADA compliant.

**15-1.03E(3) Payment**

The contract price paid for each Adjust Facility to Grade shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in adjusting a facility to grade, complete in place, as shown on the plans.





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**DIVISION V SURFACINGS AND PAVEMENTS**

**39 ASPHALT CONCRETE**

**Add to the table in the 1st paragraph of section 39-2.01A(4)(h)(iii)(B) for section 39:**

Coarse durability index	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Fine durability index	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater

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**DIVISION VIII MISCELLANEOUS CONSTRUCTION**

**73 CONCRETE CURBS AND SIDEWALKS**

**Replace the 1st paragraph of section 73-1.01 with:**

Section 73-1 includes general specifications for constructing minor concrete items including, concrete type 1 vertical curb, 6" standard curb and gutter, mountable curb and gutter, valley gutter, concrete sidewalks, gutter depressions, driveways (modified and standard), curbs ramps (included in concrete sidewalk bid item), and detectable warning surfaces. Curb and gutter less than 6" in height shall be quantified as 6" standard curb and gutter.

**Add to Section 73-1.01A:**

Concrete shall have a minimum design compressive strength of 2500 psi at 28 days and shall at least be a 5 sack mix design.

Sidewalks and Ramps shall meet the following:

- Sidewalks and ramps shall not have abrupt level changes exceeding 1/2" if beveled at 1:2 maximum slope, or vertical level changes exceeding 1/4"
- Sidewalks and ramps shall provide a firm, stable, and slip resistant walking surface.
- Sidewalks shall have a running slope of 1:20 or less, unless otherwise indicated, and a cross slope of 2.0% or less.
- Sidewalks shall be free of overhead obstructions within 80" above the walking surface
- Sidewalks shall be free of objects which protrude more than 4" between the heights of 27" and 80" above the walking surface.





## **GENERAL CONDITIONS**

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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



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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.

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**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.

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**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.

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**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

## CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS PROJECT

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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**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

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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

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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

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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

## CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS 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

CDBG KETTLEMAN CITY GENERAL PETROLEUM AVE IMPROVEMENTS  
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.

**ATTACHMENT 1**



## Debarment and Suspension Certification

**TITLE 49, CODE OF FEDERAL REGULATION, PART 29**  
**DEBARMENT AND SUSPENSION CERTIFICATION**  
(see: <http://www.sam.gov/portal/SAM/#1>)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any 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 three years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three 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's responsibility. For any exception noted above, indicate below to whom it applies, initialing agency, and dates of action.

No part of this contract shall be subcontracted to any person of firm ineligible to be awarded of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act, 29 CFR 5.12(a)(1) or 49 CFR 29.

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

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Signature	Date
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Type or Print Name and Title of Signer

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

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**ATTACHMENT 2**

Executive Order 11246  
Notice of Requirement for Affirmative Action To Ensure  
Equal Employment Opportunity

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in the percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered areas, are as follows:

TIMETABLES: April 1, 1981, until further notice

**GOALS FOR MINORITY**

**PARTICIPATION IN EACH TRADE: 23.6%**

**GOALS FOR FEMALE**

**PARTICIPATION IN EACH TRADE: 6.9%**

These goals are applicable to all the Contractor's construction work (whether or not it is federally or nonfederally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontract; or estimated starting and completion dates of subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is: the unincorporated portion of the County of Kings, State of California.

**ATTACHMENT 3**

**FEDERAL MINIMUM WAGE RATES  
(DAVIS BACON WAGE RATES)**

<http://www.wdol.gov/dba.aspx>

"General Decision Number: CA20240018 02/09/2024

Superseded General Decision Number: CA20230018

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)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 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 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker



protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/09/2024

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

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

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BRCA0003-001 08/01/2022

Rates Fringes

MARBLE FINISHER.....	\$ 39.20	18.31
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BRCA0003-003 08/01/2022

Rates Fringes

MARBLE MASON.....	\$ 56.98	28.54
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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

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BRCA0003-008 07/01/2022

Rates Fringes

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

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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

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CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

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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

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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
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 07/01/2023

San Mateo County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

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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 11/01/2023

SAN FRANCISCO COUNTY

Rates Fringes

Sound & Communications

Installer.....	\$ 51.68	3%+24.65
Technician.....	\$ 59.43	3%+24.65

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 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 88.25	3%+42.315

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ELEC0100-002 09/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.50	28.09

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ELEC0100-005 12/01/2023

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 42.48	27.42
Technician.....	\$ 48.85	27.42

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

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 60.91	29.43
Zone B.....	\$ 67.00	29.61

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

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 47.93	24.09
Technician.....	\$ 55.12	24.30

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 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 48.44	27.60
Technician.....	\$ 55.71	27.82

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 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 95.65	44.42
ELECTRICIAN.....	\$ 83.17	44.045

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 12/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.18	27.745
Technician.....	\$ 61.16	27.985

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 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 80.73	3%+42.87
ELECTRICIAN.....	\$ 70.20	3%+42.87

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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 11/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	3%+24.15
Technician.....	\$ 58.86	3%+24.15

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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 \* ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 40.88	3%+24.15
Technician.....	\$ 47.01	3%+24.15

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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 ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 78.00	45.88
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ELEC0617-003 12/01/2023		

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.18	27.75
Technician.....	\$ 61.16	27.98

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 12/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 40.88	25.13
Technician.....	\$ 47.01	25.31

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 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 80.76		37.885+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 06/28/2023

""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.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03

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.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 56.72	31.03
GROUP 1-A.....	\$ 59.19	31.03
GROUP 2.....	\$ 55.46	31.03
GROUP 3.....	\$ 54.13	31.03
GROUP 4.....	\$ 52.99	31.03
GROUP 5.....	\$ 51.85	31.03

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); Signalperson; 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 (gunitite); 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 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 48.57	37.55
AREA 2:		
(1) Leverman.....	\$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 50.57	37.55

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

AREA DESCRIPTIONS:

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

## SUTTER, YOLO, AND YUBA COUNTIES

## AREA 2 - MODOC COUNTY

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

## ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

## CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

## COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

## DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

## ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

## FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

## GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

## HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

## LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

## LASSEN COUNTY:

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

Area 2: Remainder

## MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

## MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

## MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

## MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

## NEVADA COUNTY:

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

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

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

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

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

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

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

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

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

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

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

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IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 52.08	34.90

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 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 52.58	34.90

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 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

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 06/26/2023

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.....	\$ 36.50	28.34
Area 2.....	\$ 35.50	28.34

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 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

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 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

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LAB00073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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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LAB00073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30

GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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: Guniting 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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LAB00073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30

Traffic Control Person II...\$ 35.06

27.30

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

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

LAB00261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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

LAB00261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30

GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

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

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

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

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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: Guniting 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 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 37.05	27.45

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 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates Fringes

PLASTER TENDER.....\$ 41.93 30.32

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00270-003 07/01/2023

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.....\$ 37.26 27.30

Area B.....\$ 36.26 27.30

Traffic Control Person I

Area A.....\$ 37.56 27.30

Area B.....\$ 36.56 27.30

Traffic Control Person II

Area A.....\$ 35.06 27.30

Area B.....\$ 34.06 27.30

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 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 45.89 27.72

GROUP 2.....\$ 45.66 27.72

GROUP 3.....\$ 45.41 27.72

GROUP 4.....\$ 44.96 27.72

GROUP 5.....\$ 44.42 27.72

Shotcrete Specialist.....\$ 46.41 27.72

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; Nozzlemans 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 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

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LAB00270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

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

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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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LAB00270-010 06/26/2023

SANTA CLARA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)

Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

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

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

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

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: Guniting 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 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 40.68	29.68

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 36.29	25.55

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LAB00294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

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 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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 nozzleleman; 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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LAB00294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		
Period.....	\$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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: 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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LAB00294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.  
-----

LAB00294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.  
-----

LAB00304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

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 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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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LAB00304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

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

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		

Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

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: Gunitelaborer

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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 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.05	27.45

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 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 41.93	30.32

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$	37.26	27.30
Traffic Control Person I....\$	37.56	27.30
Traffic Control Person II...\$	35.06	27.30

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 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	45.89	27.72
GROUP 2.....\$	45.66	27.72
GROUP 3.....\$	45.41	27.72
GROUP 4.....\$	44.96	27.72
GROUP 5.....\$	44.42	27.72
Shotcrete Specialist.....\$	46.41	27.72

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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LAB00324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) Construction Specialist		

Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 1-g.....	\$ 36.70	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

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

LABORER (GARDENERS,  
HORTICULURAL & LANDSCAPE  
LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

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 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 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 37.05	27.45

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 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 41.93	30.32

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB01130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

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 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB01130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

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LAB01130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30



## 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; Vibrascreeed, 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 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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LAB01130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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\* PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 50.51	27.66

PREMIUMS:

- EXOTIC MATERIALS - \$1.25 additional per hour.
- SPRAY WORK: - \$0.50 additional per hour.
- INDUSTRIAL PAINTING - \$0.25 additional per hour
- [Work on industrial buildings used for the manufacture and

processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional
100 to 180 feet - \$4.00 per hour additional
Over 180 feet - \$6.00 per hour additional

\* PAIN0016-003 01/01/2024

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

Table with 2 columns: Rates, Fringes. Rows: Drywall Finisher/Taper, AREA 1, AREA 2.

PAIN0016-012 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

Table with 2 columns: Rates, Fringes. Row: SOFT FLOOR LAYER.

PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

Table with 2 columns: Rates, Fringes. Row: PAINTER Brush.

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.

PAIN0016-022 01/01/2023

SAN FRANCISCO COUNTY

Table with 2 columns: Rates, Fringes. Row: PAINTER.

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

-----  
 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

-----  
 PAIN0294-004 07/01/2023  
 FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 34.49	21.80
Drywall Finisher/Taper.....	\$ 35.74	21.80

FOOTNOTE:  
 Spray Painters & Paperhangers recive \$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.

-----  
 PAIN0294-005 01/01/2023  
 FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

-----  
 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.

-----  
 PAIN1176-001 07/01/2022  
 HIGHWAY IMPRØVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

-----  
PAIN1237-003 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

-----  
PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

-----  
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

-----  
PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

-----  
PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 85.50	48.98

-----  
PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15
-----		
PLUM0062-001 01/01/2024		

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 52.00	40.90
-----		
PLUM0159-001 07/01/2023		

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 63.33	46.64
(2) All other work.....	\$ 62.12	45.24
-----		
PLUM0246-001 01/01/2024		

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 48.85	40.09
-----		
* PLUM0246-004 01/01/2017		

FRESNO, MERCED & SAN JOAQUIN COUNIES

	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 diapering 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

-----  
PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 74.00	47.45

-----  
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

-----  
PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 68.76	46.63

-----  
PLUM0442-001 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE  
COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 52.90	36.39

-----  
PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 73.10	38.61

-----  
ROOF0027-002 01/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 42.51	16.11

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.

-----  
ROOF0040-002 08/01/2023

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 52.43	22.19

-----  
ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Rofer.....	\$ 52.47	22.31

-----  
ROOF0081-004 08/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 46.73	21.36

-----  
ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 57.17	21.51
Journeyman.....	\$ 53.17	21.51
Kettle person (2 kettles)...	\$ 55.17	21.51

-----  
SFCA0483-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 74.63	38.51

-----  
SFCA0669-011 01/01/2024

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.32	27.83

-----  
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

-----  
SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.34	39.22

-----  
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

-----  
SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.07	40.79

-----  
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

-----  
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

-----

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); Lowbed 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 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

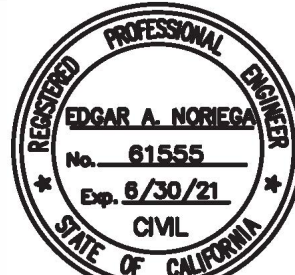
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END OF GENERAL DECISION"

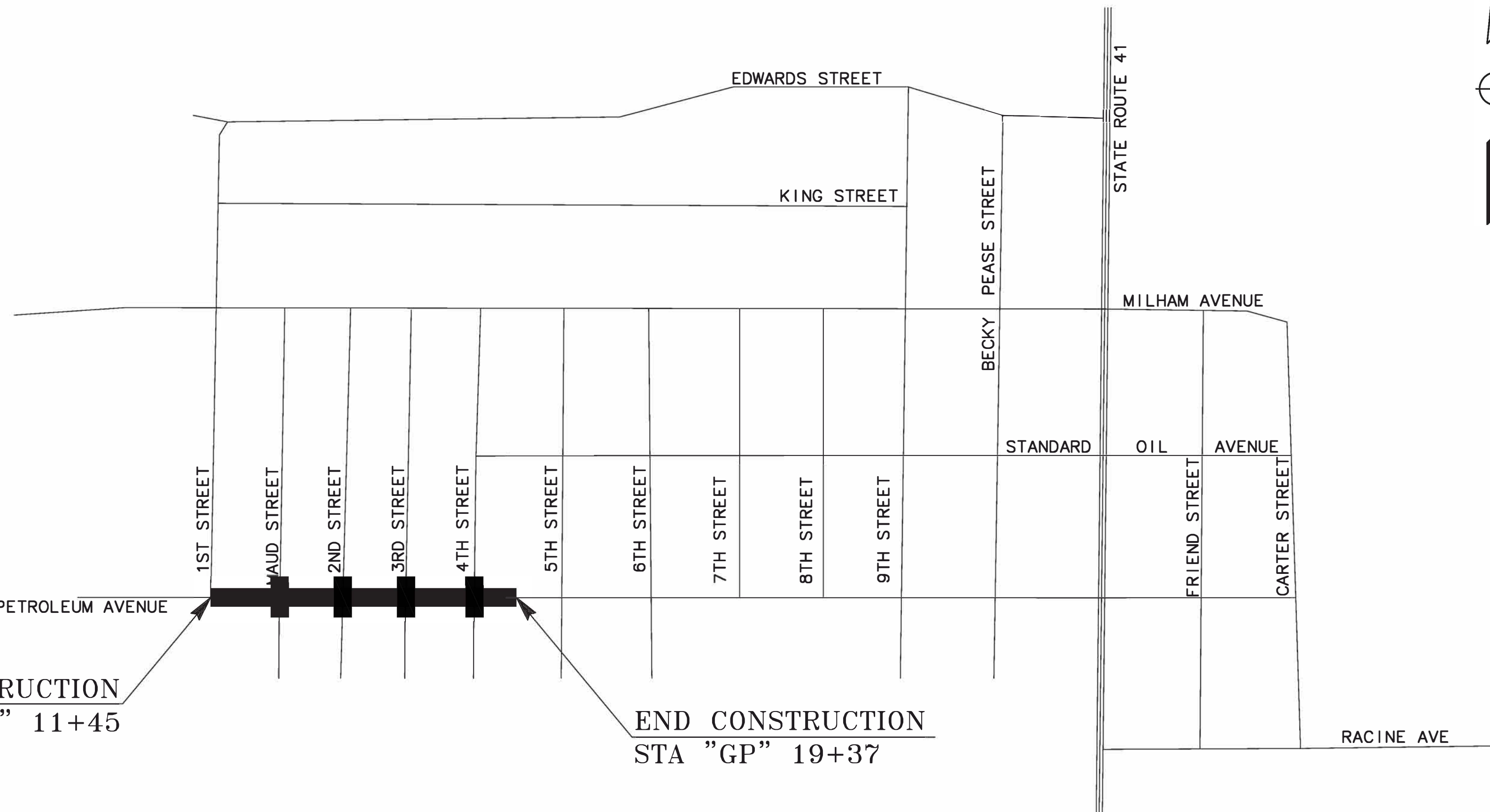
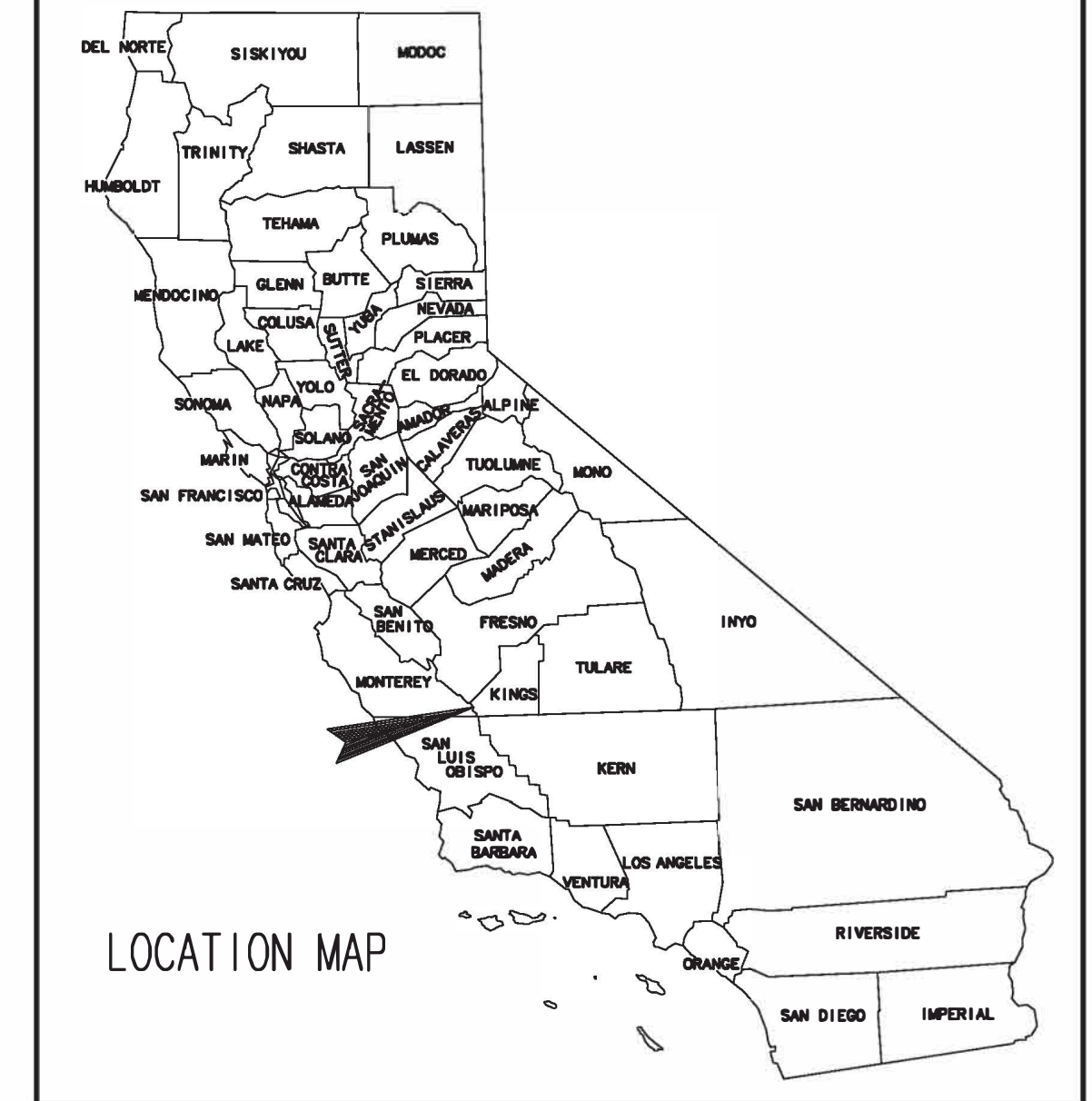
# COUNTY OF KINGS DEPARTMENT OF PUBLIC WORKS

## PLANS FOR RECONSTRUCTION OF GENERAL PETROLEUM AVENUE CURB, GUTTER, & SIDEWALK EXTENSION

DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			1	16

  
**PROFESSIONAL CIVIL ENGINEER**  
 10/30/2020  
**PLANS APPROVAL DATE**

MARK THOMAS AND COMPANY, INC  
 7571 N Remington Avenue, Suite 102  
 Fresno, CA 93711  
 (559) 447-1938



### SHEET INDEX

SHEET	DRAWING	DESCRIPTION
1	T-1	TITLE SHEET
2	G-1	GENERAL NOTES
3	PC-1	SURVEY CONTROL DIAGRAM
4	X-1	TYPICAL CROSS SECTIONS
5 TO 8	D-1 TO D-4	ROADWAY DETAILS
9	L-1	LAYOUTS
10 TO 14	CD-1 TO CD-5	CONSTRUCTION DETAILS
15	SS-1	SIGNING AND STRIPING
16	U-1	UTILITIES

### APPROVAL

  
 MITCHEL CABRERA P.E.  
 CHIEF ENGINEER - COUNTY OF KINGS  
 2/15/2024  
 DATE

KINGS COUNTY - DEPARTMENT OF PUBLIC WORKS

PROJECT MANAGER	EDGAR A. NORIEGA
CALCULATED/DESIGNED BY	KB
CHECKED BY	CH
REVISED BY	5/5/20
DATE REVISED	5/5/20

### ABBREVIATIONS

AB	AGGREGATE BASE	EC	END CURVE	NB	NORTHBOUND	STA	STATION
Abn	ABANDON	EL	ELEVATION	NO.	NUMBER	STD	STANDARD
AC	ASPHALT CONCRETE	ELEC	ELECTRICAL	NTS	NOT TO SCALE	SW	SIDEWALK
AP	ANGLE POINT	EP	EDGE OF PAVEMENT	O.C.	ON CENTER	TBC	TOP BACK OF CURB
APPROX	APPROXIMATE	EVC	END VERTICAL CURVE	OD	OUTSIDE DIAMETER	TBW	TOP BACK OF WALK
AVE	AVENUE	Exist.(E)	EXISTING	OG	ORIGINAL GROUND	TC	TOP OF CURB
BC	BEGIN CURVE	FG	FINISH GRADE	P	PAVEMENT	TFC	TOP FACE OF CURB
Beg	BEGIN	TH	FIRE HYDRANT	PCC	PORTLAND CEMENT CONCRETE	TR	TOP OF RAMP
BLDG	BUILDING	PG	PROFILE GRADE	TRANS	TRANSITION	TYP	TYPICAL
BOC	BACK OF CURB	FL	FLOW LINE	V	VERTICAL	VAR	VARIABLE
BOW	BACK OF WALK	FOC	FACE OF CURB	VC	VERTICAL CURVE	VG	VALLEY GUTTER
BRS	BUS ROUTE SIGN	G	GAS	VGFL	VALLEY GUTTER FLOW LINE	W	WEST/WATER
BS	BOTTOM OF STAIRS	GB	GRADE BREAK	WB	WESTBOUND	WPJ	WEAKENED PLANE JOINT
BVC	BEGIN VERTICAL CURVE	GR	GROUND	WPJ	WESTBOUND	WV	WATER VALVE
C	CONFORM	H	HEIGHT	ST	STREET		
C&G	CURB & GUTTER	HP	HINGE POINT/HIGH POINT				
C,G,&SW	CURB, GUTTER, & SIDEWALK	INF	INFINITE				
CL	CENTERLINE/CLASS	INV	INVERT				
CLR	CLEAR	LCF	LEFT MEDIAN CURB FACE				
CMP	CORRUGATED METAL PIPE	LF	LINEAR FEET				
CNS	COMPACTED NATURAL SOIL	LIP	LIP OF GUTTER				
Conc	CONCRETE	LP	LOW-POINT				
CONT	CONTINUOUS	Lt	LEFT				
CTS	CEMENT TREATED SUB-BASE	MAX	MAXIMUM				
D, DIAM	DIAMETER	MH	MANHOLE				
DI	DRAINAGE INLET	MIN	MINIMUM				
DWY	DRIVEWAY	MOD	MODIFIED				
E	EAST	N	NORTH				
EB	EASTBOUND						

### CONVENTIONAL SYMBOLS

CENTERLINE	— — — — —	(E) TELECOMMUNICATION	-tc-tc-
R/W LINE	— · — · — · —	(E) GAS	-gs-gs-
PROPERTY LINE	— — — — —	(E) MANHOLE	⊙
FILL LINE	— · — · — · —	(E) UTILITY BOX	⊠
CUT LINE	— · — · — · —	(E) WATER VALVE	⊕
SAWCUT LINE	— · — · — · —	(E) SIGN	⊕
FLOW ARROW	→	(E) HYDRANT	⊕
ANGLE POINT	△	(E) TREE	⊕
POINT ON CURVE	○	(E) UTILITY POLE	⊕
(E) SD	-sd-sd-	(E) GUY ANCHOR	⊕
(E) COMMUNICATION	-com-	(E) LIGHT STANDARD	⊕
(E) SEWER	-s-s-	(E) GAS VALVE	⊕
(E) TELEPHONE	-t-t-	(E) FENCE	-x-x-
(E) WATER	-w-w-	(E) SSCO	○
(E) ELECTRICITY	-e-e-		



**BID SUBMITTAL**

FILE NAME: GP\_T-1  
 PLOT DATE: Oct 30, 2020-11:33:35am  
 CAD USER: chormer  
 PA: J:\Kings Co-FN-1917-Kettleman City - General Petroleum Ave Extension\CADD\_2018\Sheets\

CAD USER: chornier  
 PLOT DATE: Oct 30, 2020-11:44:36am  
 FILE NAME: GP\_G-1  
 PATH: J:\Kings Co-FN-19117-Kettleman City - General Petroleum Ave Extension\CADD\_2018\Sheets\

REVISOR	DATE	BY	REVISION	DATE	BY
5/5/20	5/5/20	KB	CH	5/5/20	CH
CALCULATED/DESIGNED BY	CHECKED BY	PROJECT MANAGER			
EDGAR A. NORIEGA	EDGAR A. NORIEGA	EDGAR A. NORIEGA			
<b>KINGS COUNTY - DEPARTMENT OF PUBLIC WORKS</b>					

**GENERAL NOTES:**

1. THE CONTRACTOR AND ANY SUB-CONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF UNDERGROUND SERVICE ALERT (U.S.A.) TWO WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER: 1-800-227-2600.
2. THE TYPES, LOCATIONS, AND SIZES OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. THE COUNTY OF KINGS NOR IT'S CONSULTANT, MARK THOMAS & COMPANY INC., CAN ASSUME THE RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UTILITIES NOR THE EXISTENCE OF OTHER BURIED OBJECTS OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN ACCESS AS SPECIFIED IN THE SPECIAL PROVISIONS.
4. ALL EXISTING OR PROPOSED FIXED OBJECTS PROTRUDING MORE THAN 6" ABOVE FINISHED GRADE AND THAT ARE PLACED IN CONCRETE INCLUDING FIRE HYDRANTS, UTILITY POLES, AND SIGN POSTS SHALL BE BLOCKED OUT AND FILLED WITH COLD MIX ASPHALT CONCRETE PER DETAIL 4 ON SHEET D-1.
5. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS FOR ALL PRIVATE PROPERTY BEING REMOVED IN PROJECT PLANS. CONTRACTOR SHALL REMOVE (PER PLAN) AND RETURN PRIVATE PROPERTY TO OWNER, OR DISPOSE OF THE ITEMS IF THE PROPERTY OWNER REQUESTS.
6. ALL TREES WITHIN PROJECT LIMITS SHALL BE TRIMMED TO MEET HORIZONTAL / VERTICAL CLEARANCE REQUIREMENTS. ALL CONDITIONS OF APPROVED ENVIRONMENTAL DOCUMENT SHALL BE FOLLOWED.
7. EXISTING FENCES AND GATES SHALL BE PROTECTED UNLESS OTHERWISE SPECIFIED IN THE PLANS.
8. THE FOLLOWING GOVERNING CODES & STANDARDS WERE UTILIZED ON THIS PROJECT:
  - KINGS COUNTY DEPARTMENT OF PUBLIC WORKS STANDARD DRAWINGS AND SPECIFICATIONS
  - 2015 CALTRANS STANDARD PLANS AND SPECIFICATIONS
  - 2017 CALDAG: AN INTERPRETIVE MANUAL AND CHECKLIST
9. THE COUNTY SHALL SUPPLY CONSTRUCTION STAKING NECESSARY TO CONTROL ALL WORK. CONTRACTOR SHALL PROVIDE MINIMUM 72 HOURS NOTICE PER REQUEST.

**SIGNING AND STRIPING NOTES:**

1. SIGNING AND STRIPING NOTES REFER TO THE LATEST VERSION OF THE STATE STANDARD SPECIFICATIONS, WHICH REFERENCE CALTRANS STANDARD PLANS, AND TRAFFIC MANUAL. ANY REFERENCES REGARDING THE TRAFFIC CONTROL DEVICE TOPICS IN THE TRAFFIC MANUAL ARE SUPERSEDED AND REPLACED BY THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2010 EDITION AS AMENDED BY THE 2014 CALIFORNIA MUTCD REVISION V. ALL SIGNING AND STRIPING WORK SHALL COMPLY WITH THESE STANDARDS.
2. ALL EXISTING SIGNING THAT CONFLICTS WITH PROPOSED SIGNING SHALL BE SALVAGED AND RETURNED TO COUNTY.
3. ALL SIGNS SHALL BE MUTCD STANDARD SIZE UNLESS OTHERWISE NOTED.
4. SIGNS SHALL BE MOUNTED SO THAT THE BOTTOM OF THE SIGN IS AT LEAST SEVEN FEET FROM THE FINISHED GRADE IN AREAS WHERE PEDESTRIANS MAY BE PRESENT, EVEN IF THERE IS NO SIDEWALK. TO SATISFY THIS REQUIREMENT, EXISTING POSTS MAY HAVE TO BE REPLACED IF ADDITIONAL SIGNS ARE ADDED. USE 2" SQUARE POSTS WITH BREAKAWAY POST, IF POST NEED TO BE REPLACED.
5. WHERE POSSIBLE, AT LEAST TWO FEET OF CLEARANCE SHOULD BE PROVIDED FROM CURB FACE TO EDGE OF SIGN, HOWEVER THIS IS NOT TO ENCROACH INTO AN ADA PATH. A CLEAR WIDTH OF 36" MUST BE MAINTAINED AROUND ALL SIGN POSTS. SIGN POSTS SHALL NOT BE PLACED IN FLARES OR LANDING AREAS FOR CURB RAMPS.
6. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC. CURB MARKINGS SHALL BE PAINT.
7. ALL STRIPING AND MARKINGS SHALL BE REFLECTORIZED UNLESS OTHERWISE DIRECTED.
8. ALL EXISTING STRIPING AND MARKINGS THAT CONFLICT WITH PROPOSED STRIPING AND MARKINGS SHALL BE REMOVED BY GRINDING. PAVEMENT LEGENDS AND ARROWS THAT ARE REMOVED SHALL BE REMOVED IN A BLOCK PATTERN. ALL STRIPING AND MARKING REMOVAL AREAS SHALL BE TREATED WITH AN APPROVED PAVEMENT SEALER.

**EROSION AND SEDIMENT CONTROL NOTES:**

1. ALL AREAS DISTURBED DURING CONSTRUCTION, BY GRADING, TRENCHING, OR OTHER ACTIVITIES, SHALL BE PROTECTED FROM EROSION AS DIRECTED BY THE MOST RECENT CONSTRUCTION GENERAL PERMIT REQUIREMENTS.
2. THIS PROJECT DOES NOT REQUIRE A STORM WATER POLLUTION PREVENTION PLAN. THIS DOES NOT ALLEVIATE THE CONTRACTOR'S RESPONSIBILITY TO CONTROL SEDIMENT RUNOFF FROM THE PROJECT IN THE EVENT OF RAIN. THE CONTRACTOR SHALL, TO THE GREATEST EXTENT POSSIBLE, CONTROL STORM WATER RUNOFF AS GOVERNED BY THE CALIFORNIA GENERAL CONSTRUCTION PERMIT.



DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			2	16
<b>PROFESSIONAL CIVIL ENGINEER</b> 10/30/2020 <b>PLANS APPROVAL DATE</b>					
MARK THOMAS AND COMPANY, INC 7571 N Remington Avenue, Suite 102 Fresno, CA 93711 (559) 447-1938					

**UTILITY CONTACTS:**

UTILITY	COMPANY	REPRESENTATIVE	TELEPHONE
PUBLIC WORKS	KINGS COUNTY	DOMINIC TYBURSKI	(559) 852-2698
COMMUNICATION	PACIFIC BELL TELEPHONE COMPANY	MIKE WILSON	(559) 739-6423
ELECTRIC	PACIFIC GAS AND ELECTRIC	JARED HACKMAN	(559) 304-6268
GAS	PACIFIC GAS AND ELECTRIC	JARED HACKMAN	(559) 304-6268
WATER/SEWER	KETTLEMAN CITY COMMUNITY SERVICE DISTRICT	BRIAN SKAGGS	(559) 582-9237

**BID SUBMITTAL**

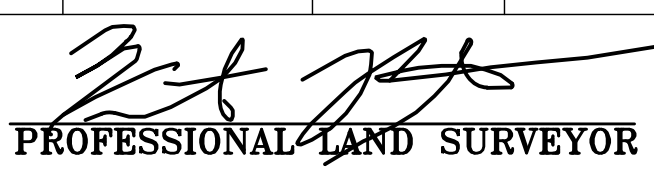


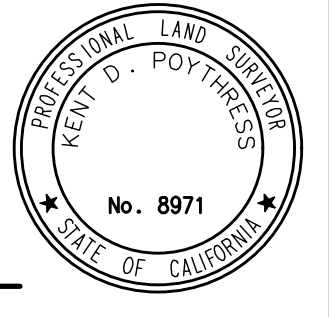
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PROJECT MANAGER EDGAR A. NORIEGA	CALCULATED/ DESIGNED BY KB	2/21/20	REVISOR BY 2/21/20
	CHECKED BY KP	2/21/20	DATE REVISED

**KINGS COUNTY - DEPARTMENT OF PUBLIC WORKS**



DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			3	16
 <b>PROFESSIONAL LAND SURVEYOR</b> 05/07/2020 <b>PLANS APPROVAL DATE</b>					
MARK THOMAS AND COMPANY, INC 7571 N Remington Avenue, Suite 102 Fresno, CA 93711 (559) 447-1938					



**LEGEND**

- △ CONTROL MONUMENT
- Ⓝ CONTROL POINT NUMBER

**DATUM**

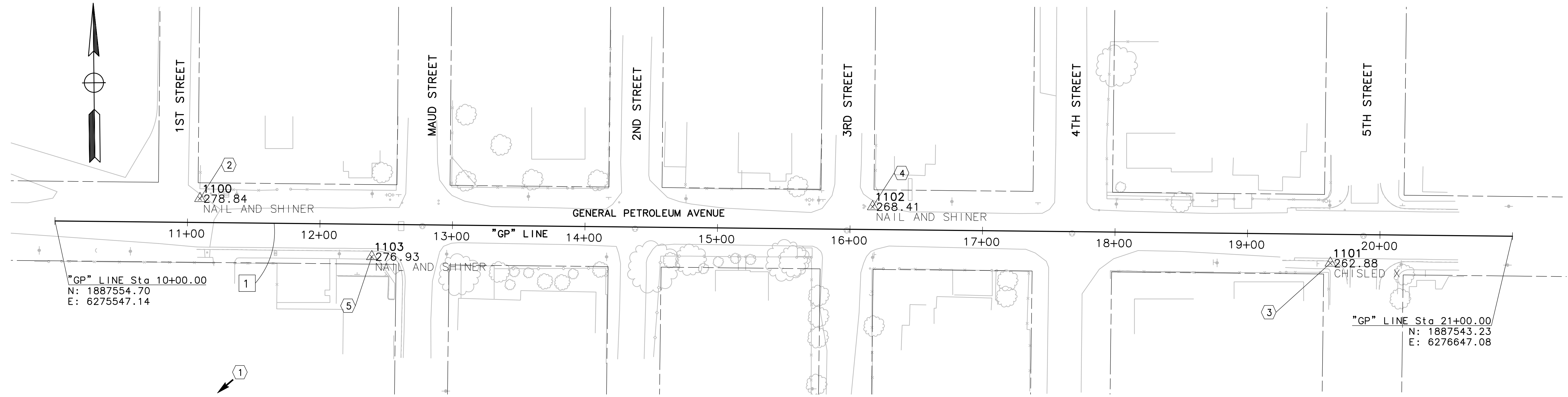
COORDINATES, BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983(2011), EPOCH 2010.0, ZONE 4. DISTANCES AND STATIONING ARE GRID DISTANCES ARE IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED. DIVIDE DISTANCES BY A COMBINED FACTOR OF 0.99999 TO OBTAIN GROUND DISTANCES.

**SITE BENCHMARK**

THE SITE BENCHMARK FOR THIS SITE IS DESIGNATED AS 1102 WITH AN ELEVATION OF 268.41 FEET.

**PROJECT BENCHMARK**

THE BASIS OF ELEVATION FOR THIS PROJECT IS TAKEN FROM NORTH AMERICAN VERTICAL DATUM OF 1988, MORE PARTICULARLY "HPGN D CA 06 GH" HAVING AN ELEVATION OF 516.2 FEET.

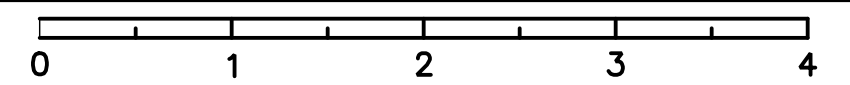


**SURVEY CONTROL TABLE**

No.	POINT No.	NORTHING	EASTING	ELEVATION	DESCRIPTION	APPROX. LOCATION
①	1000	1887225.41	6275444.10	291.20	3" IP LS4659	APPROX. 340FT SOUTH OF THE C/LOF GENERAL PETROLEUM AVENUE, AND 370FT WEST OF THE CENTERLINE OF MAUD STREET.
②	1100	1887571.58	6275656.46	278.84	NAIL AND SHINER SET	NORTHEAST CORNER OF 1ST STREET AND GENERAL PETROLEUM AVENUE
③	1101	1887522.89	6276509.62	262.88	CUT X SET	SOUTHWEST CORNER OF 5TH STREET AND GENERAL PETROLEUM AVENUE
④	1102	1887565.44	6276164.19	268.41	NAIL AND SHINER SET	NORTHEAST CORNER OF 3RD STREET AND GENERAL PETROLEUM AVENUE
⑤	1103	1887527.78	6275786.19	276.93	NAIL AND SHINER SET	SOUTHWEST CORNER OF MAUD STREET AND GENERAL PETROLEUM AVENUE

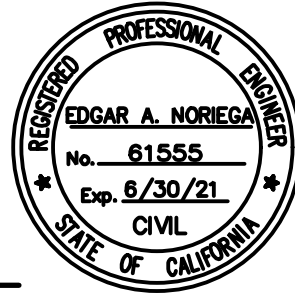
**LINE TABLE**

LINE No.	CONTROL LINE	LENGTH	BEARING
①	"GP" LINE	1100'	S 89°24'11" E



DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			4	16

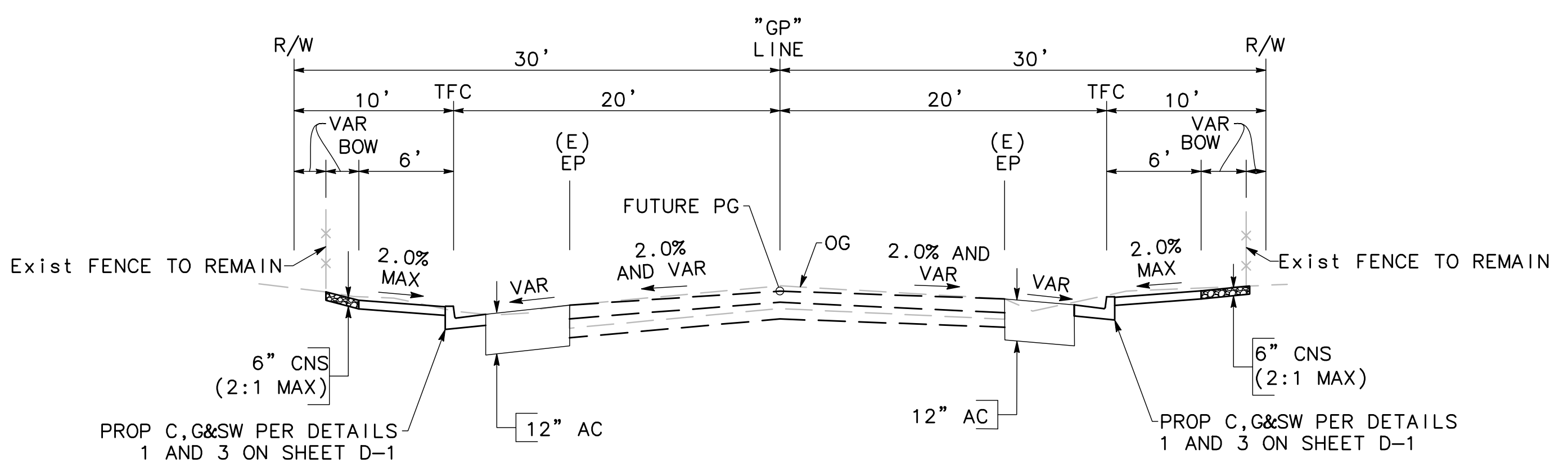
  

	
<b>PROFESSIONAL CIVIL ENGINEER</b> 10/30/2020 <b>PLANS APPROVAL DATE</b>	
MARK THOMAS AND COMPANY, INC 7571 N Remington Avenue, Suite 102 Fresno, CA 93711 (559) 447-1938	

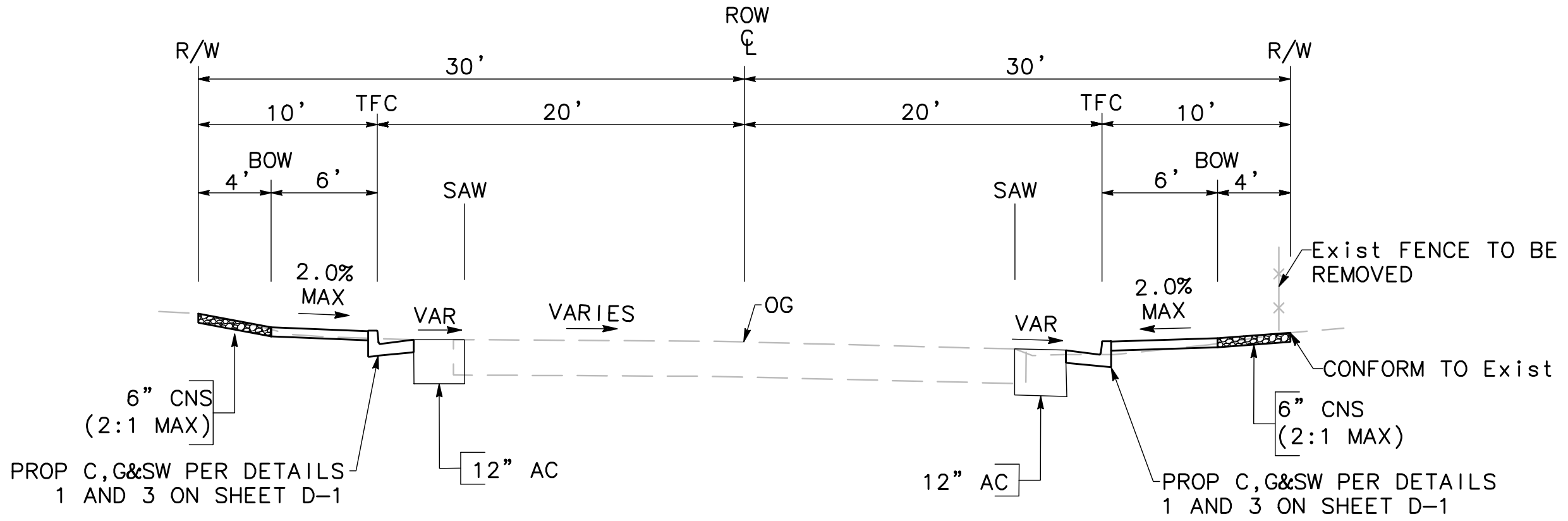


**GENERAL NOTES**

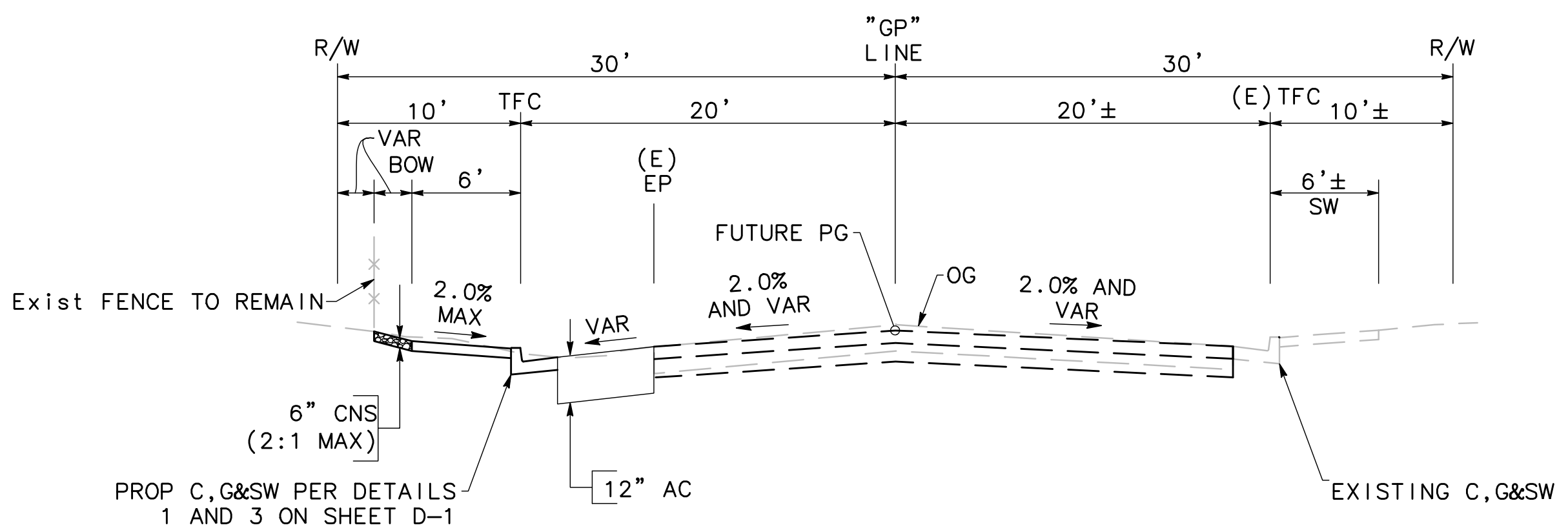
1. ALL ASPHALT CONCRETE SHALL BE TYPE B.
2. ALL AGGREGATE BASE SHALL BE CLASS 11.
3. 6" NATIVE SOIL WITH 95% RELATIVE COMPACTION BELOW CURB & GUTTER, DRIVEWAYS AND FULL DEPTH AC SECTIONS.
4. 6" NATIVE SOIL WITH 90% RELATIVE COMPACTION UNDERNEATH SIDEWALK, PEDESTRIAN RAMPS.
5. 6" NATIVE SOIL WITH 95% RELATIVE COMPACTION UNDERNEATH 12" DEEP AC PLUG ADJACENT TO LIP OF GUTTER.



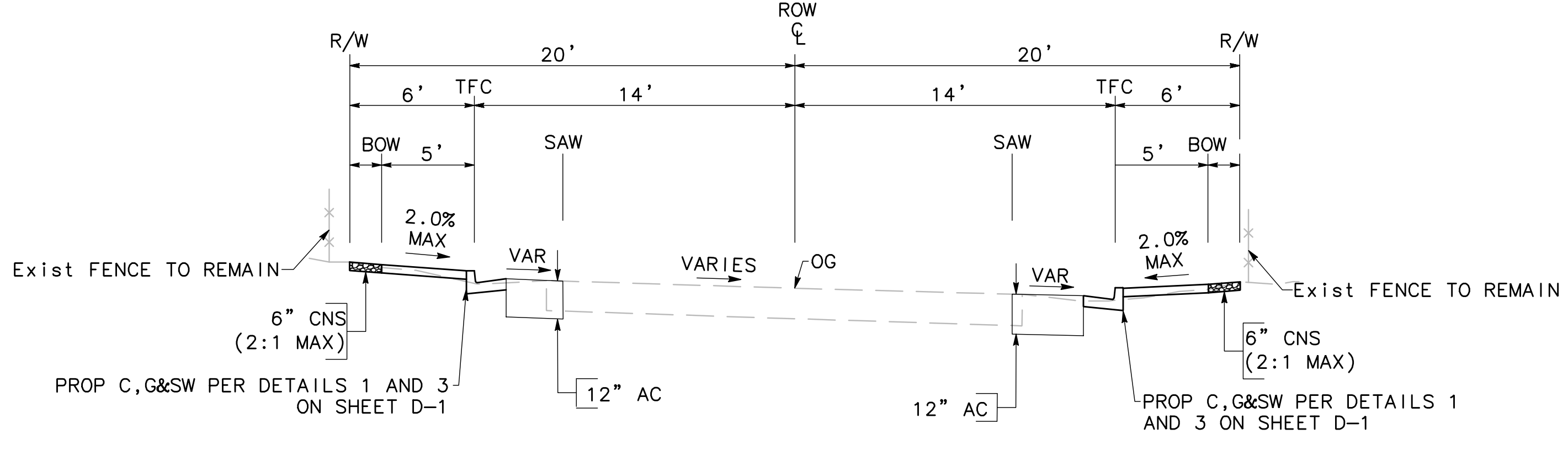
**GENERAL PETROLEUM AVE**  
**"GP" LINE STA 12+44 TO 19+37**  
 NTS



**4TH STREET**  
 NTS



**GENERAL PETROLEUM AVE**  
**"GP" LINE STA 11+45 TO 12+44**  
 NTS



**SIDE STREETS (MAUD, 2ND, 3RD)**  
 NTS

REVISOR: 5/5/20  
 DESIGNED BY: KB  
 CHECKED BY: CH  
 PROJECT MANAGER: EDGAR A. NORIEGA

DEPARTMENT OF PUBLIC WORKS

**BID SUBMITTAL**

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CAD USER: chornor

PLOT DATE: Oct 30, 2020-11:47:15am

FILE NAME: GP-D-1-D-3

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REVISOR: BY DATE

5/5/20 5/5/20

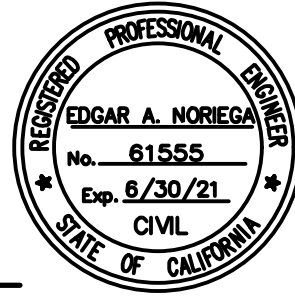
KB CH

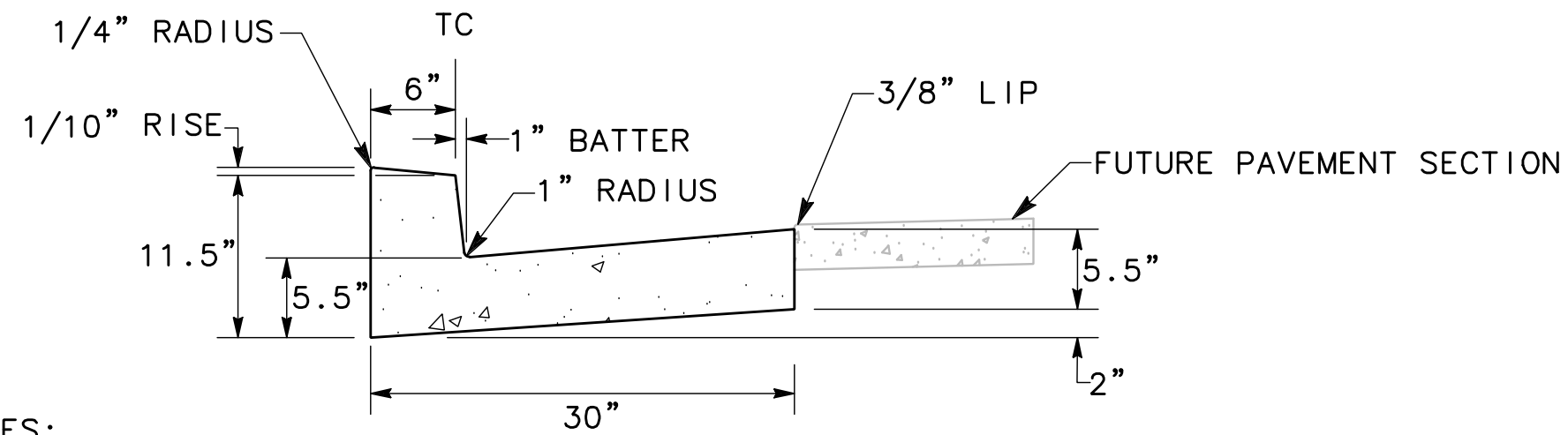
CALCULATED/DESIGNED BY CHECKED BY

PROJECT MANAGER EDGAR A. NORIEGA

KINGS COUNTY - DEPARTMENT OF PUBLIC WORKS

DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			5	16


 PROFESSIONAL CIVIL ENGINEER  
 10/30/2020  
 PLANS APPROVAL DATE  
 MARK THOMAS AND COMPANY, INC  
 7571 N Remington Avenue, Suite 102  
 Fresno, CA 93711  
 (559) 447-1938

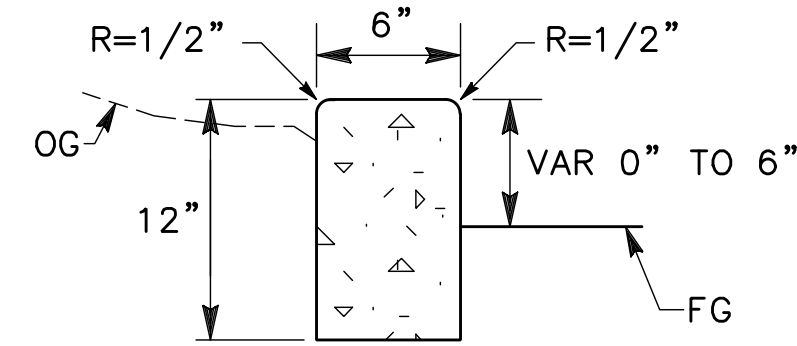


NOTES:

- 1. CLASS "B" CONCRETE, 5 SACK MIN MIX, 2500 PSI MIN @ 28 DAYS
- 2. WEAKENED PLANE JOINTS AT 20' INTERVALS SHALL BE CONSTRUCTED AT 1" MIN DEPTH.
- 3. CURB AND GUTTER SHALL BE PLACED ON 6" NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION.
- 4. EXPANSION JOINTS SHALL BE CONSTRUCTED AT ALL CURB RETURNS AND EACH SIDE OF DRIVE APPROACHES.

6" STANDARD CURB AND GUTTER DETAIL

1

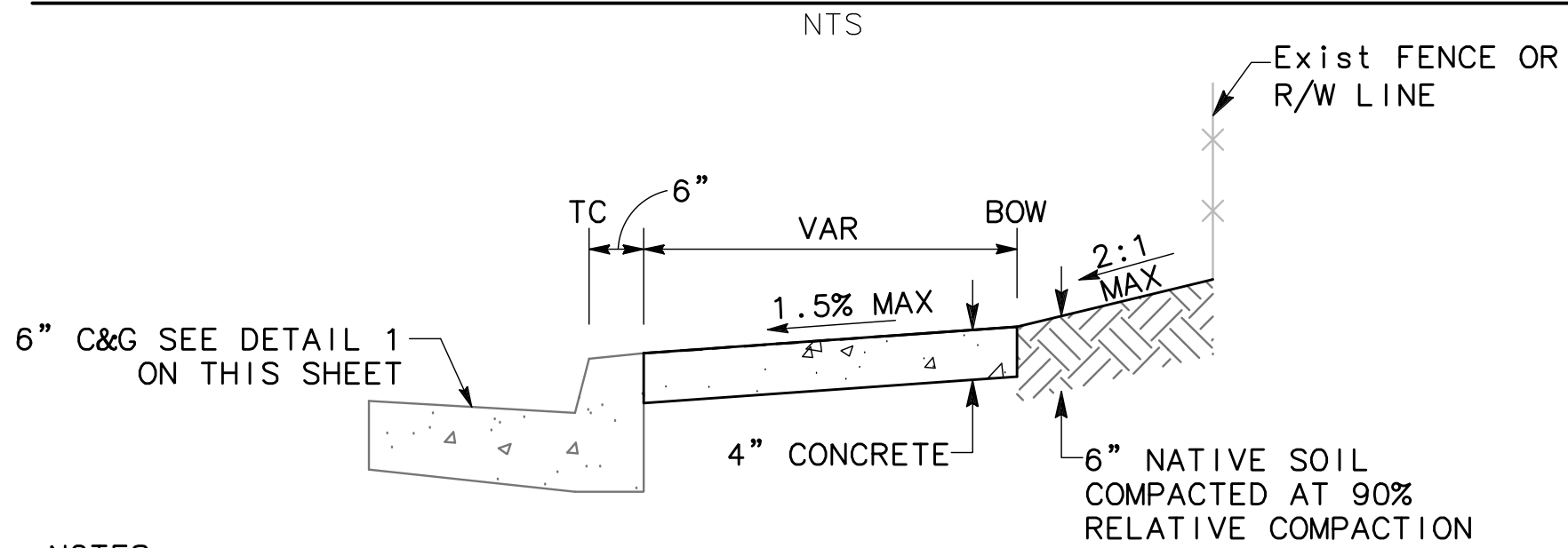


NOTES:

- 1. CLASS "B" CONCRETE, 5 SACK MIN MIX, 2500 PSI MIN @ 28 DAYS
- 2. WEAKENED PLANE JOINTS AT 20' INTERVALS SHALL BE CONSTRUCTED.
- 3. CURB SHALL BE PLACED ON 6" NATIVE SOIL COMPACTED TO 90% RELATIVE COMPACTION.

TYPE 1 VERTICAL CURB DETAIL

2

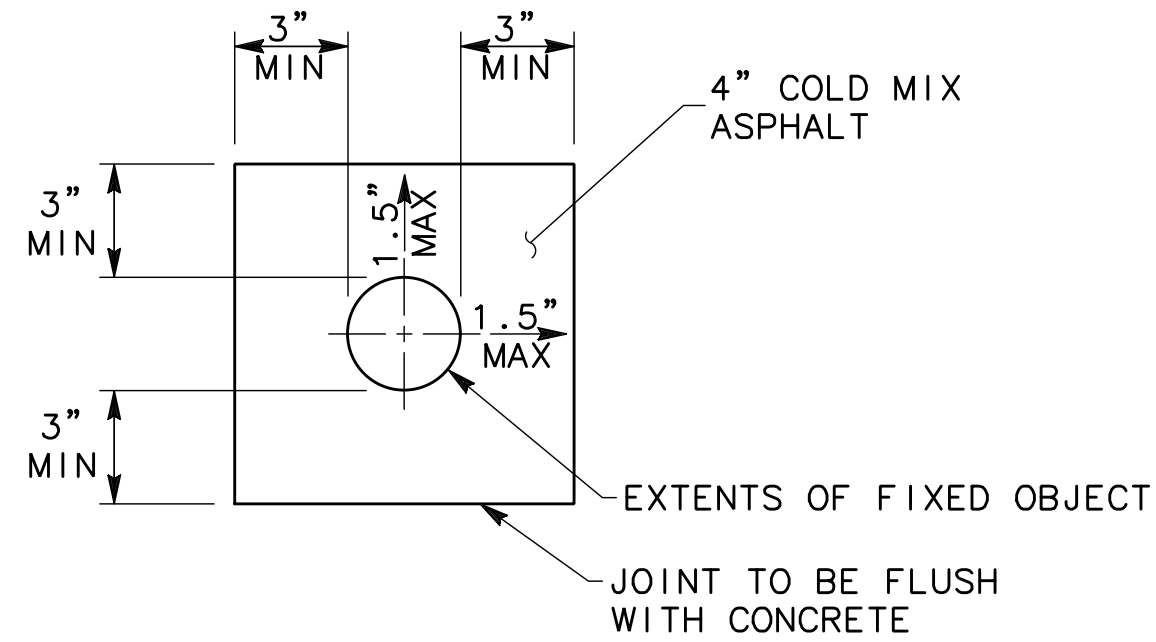


NOTES:

- 1. CLASS "B" CONCRETE, 5 SACK MIN MIX, 2500 PSI MIN @ 28 DAYS
- 2. EXPANSION JOINTS SHALL BE PLACED AT THE ENDS OF CURB RETURNS AND AT EACH SIDE OF DRIVEWAYS AT 60' O.C. MAX INTERVALS.
- 3. SIDEWALKS SHALL BE PLACED ON 6" NATIVE SOIL COMPACTED TO 90% RELATIVE COMPACTION.
- 4. 1" MIN DEPTH WEAKENED PLANE JOINTS SHALL BE PLACED AT 20' INTERVALS O.C.
- 5. SCRIBE MARKS SHALL BE PLACED ACROSS SIDEWALK WIDTH AT 5' INTERVALS O.C.

CONCRETE SIDEWALK DETAIL

3

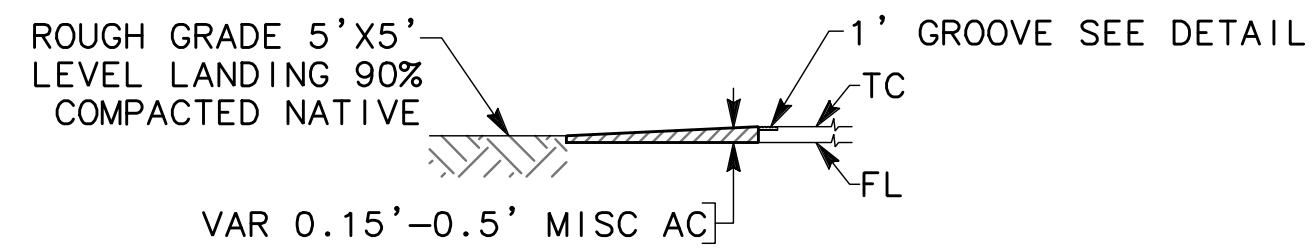


NOTES:

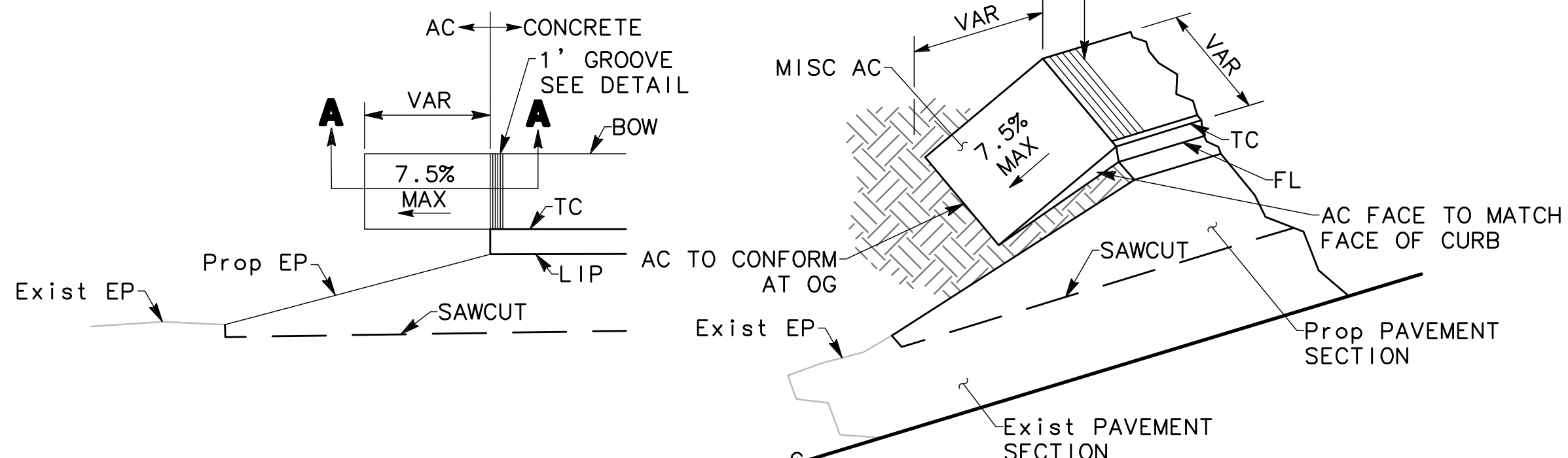
- 1. BLOCK OUT SHALL BE ON CENTER OF FIXED OBJECT.

COLD MIX ASPHALT BLOCK OUT DETAIL

4



SECTION A-A



PLAN

ISOMETRIC

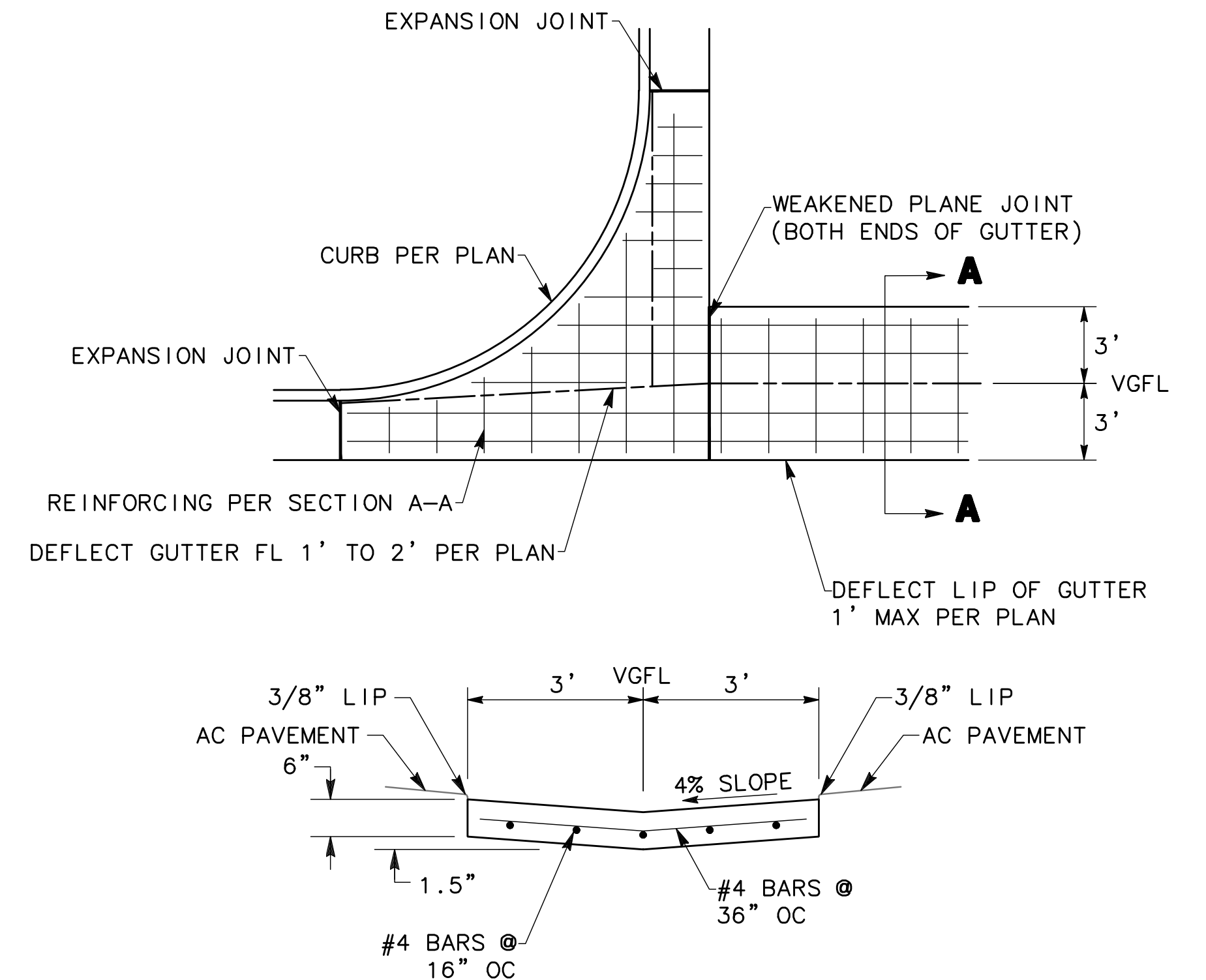
NOTES:

- 1. RAMPS SHALL BE PLACED ON 6" NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION.
- 2. MINIMUM AC DEPTH SHALL BE 0.15'.

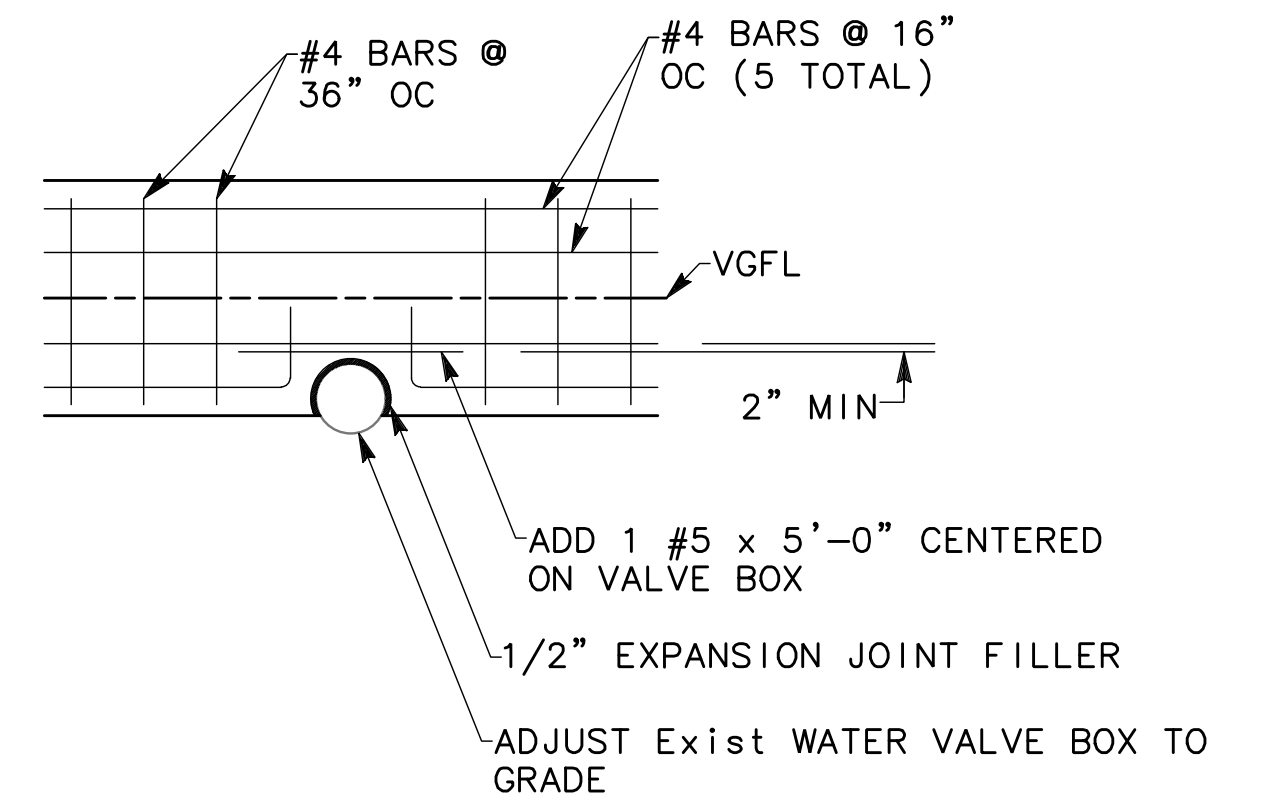
AC PEDESTRIAN RAMP DETAIL

NTS

5



SECTION A-A



MODIFIED REBAR DESIGN

NOTES:

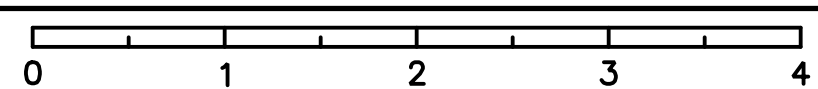
- 1. CLASS "B" CONCRETE, 6 SACK MIN MIX, 3250 PSI MIN @ 28 DAYS
- 2. VALLEY GUTTER SHALL BE PLACED ON 6" NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION.

VALLEY GUTTER DETAIL

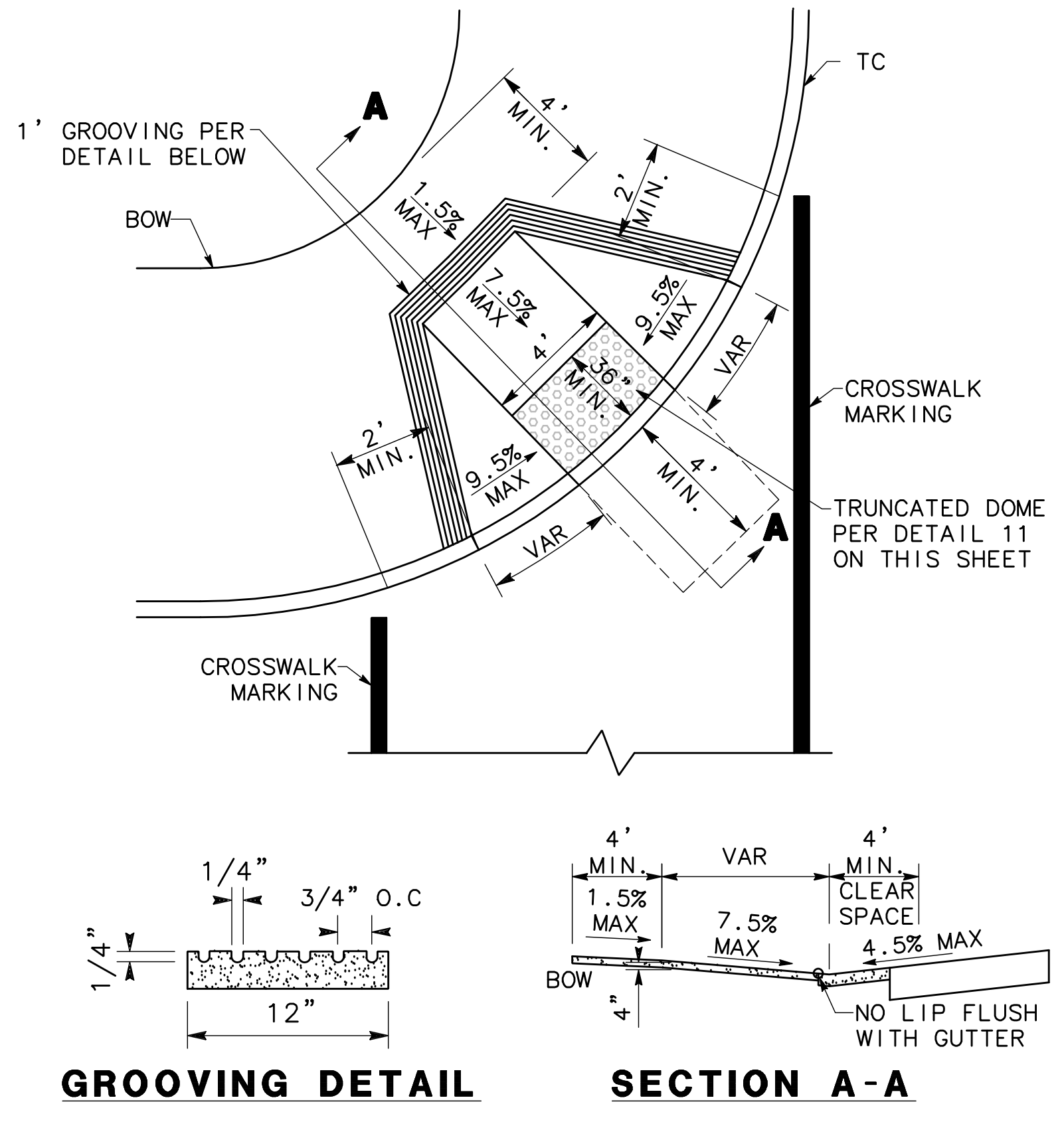
NTS

6

BID SUBMITTAL



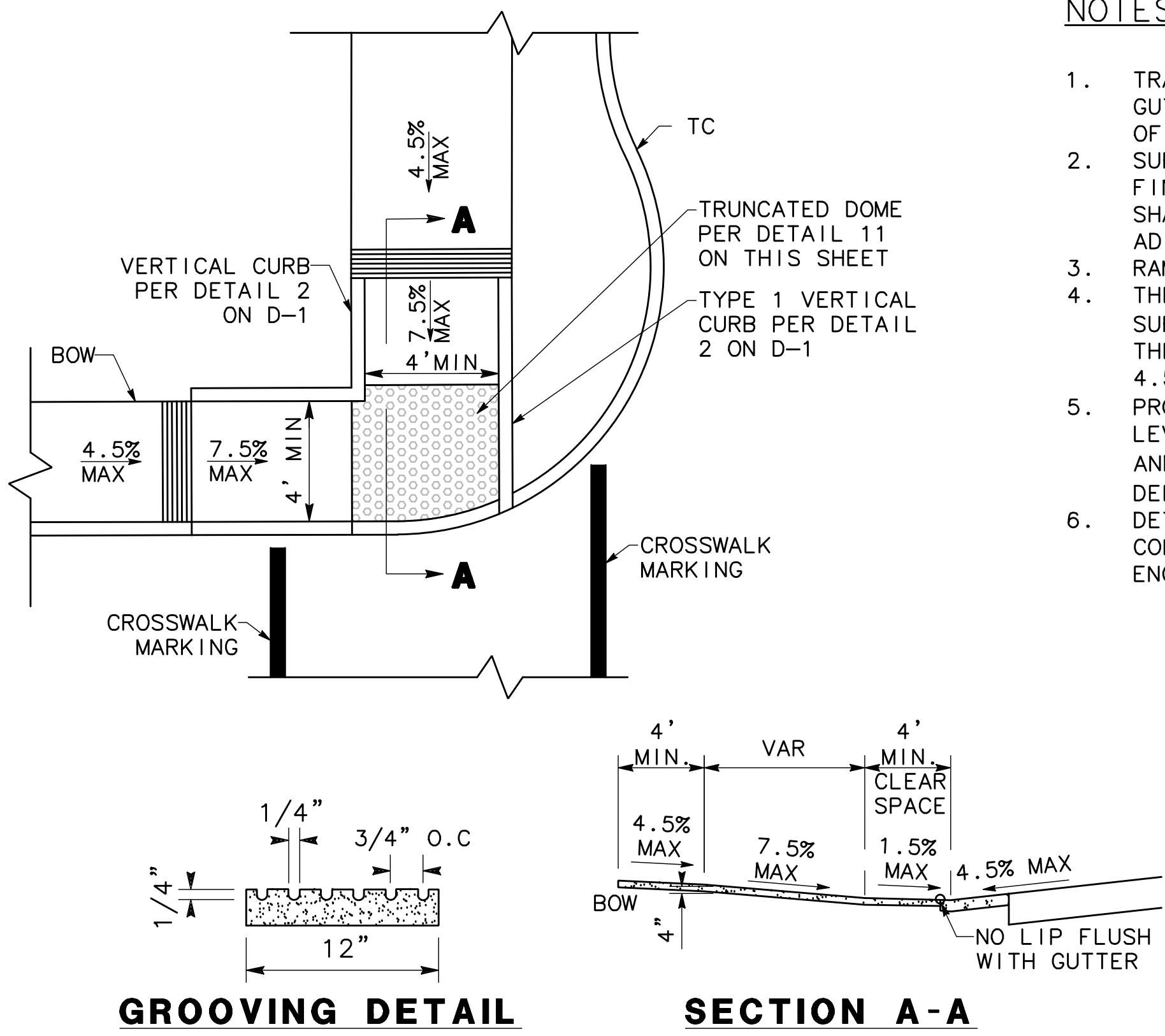
KINGS COUNTY - DEPARTMENT OF PUBLIC WORKS	PROJECT MANAGER	EDGAR A. NORIEGA					
	CALCULATED/DESIGNED BY	KB					
	CHECKED BY	CH					
	REVISIONS	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION		
NO.	DATE	DESCRIPTION					



DIAGONAL CURB RAMP DETAIL

7

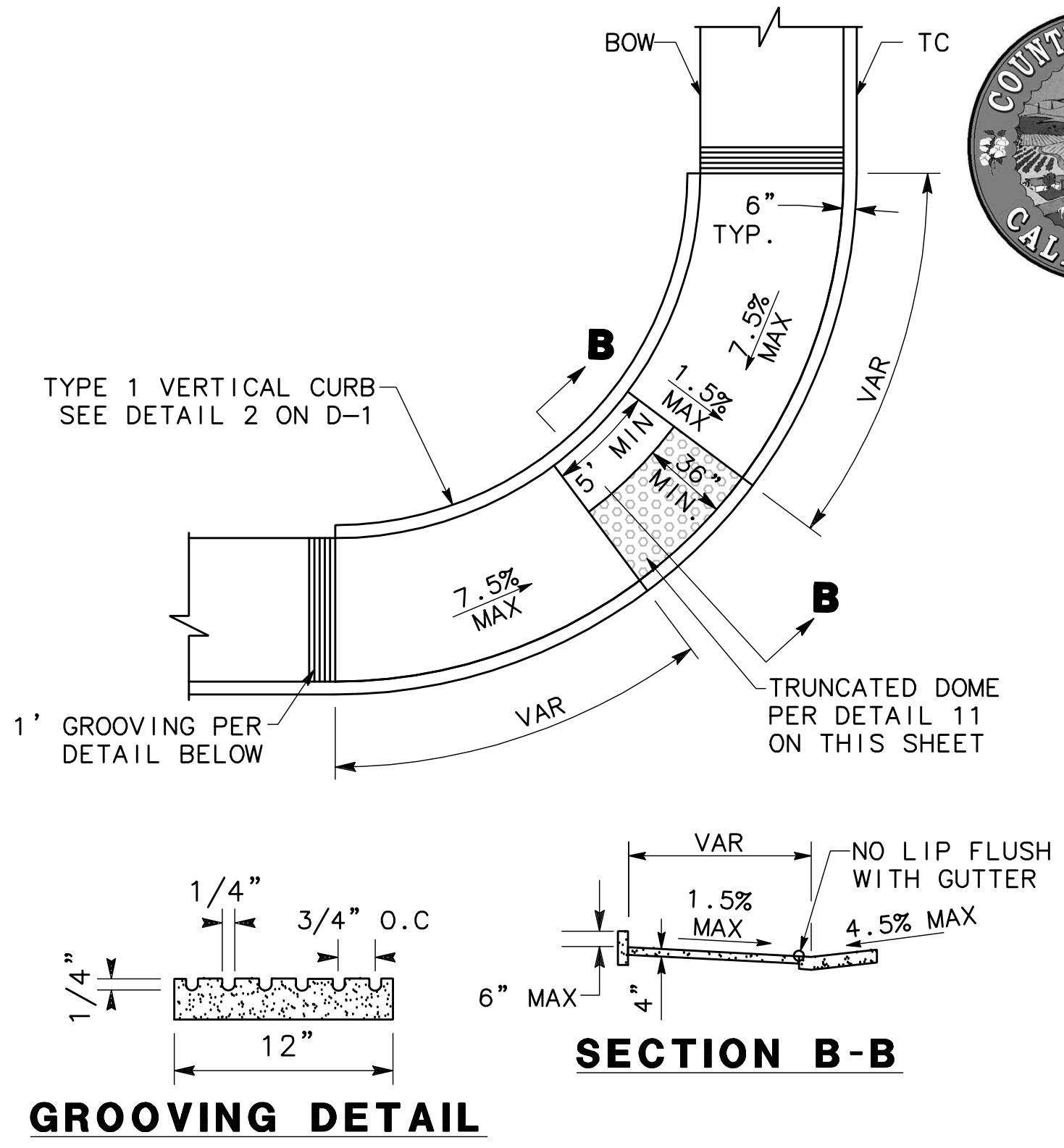
- NOTES:
- TRANSITIONS FROM RAMP AND LANDING TO WALK, GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
  - SURFACE OF CURB RAMP AND FLARED SIDES SHALL HAVE BROOM FINISH TRANSVERSE TO PATH OF TRAVEL AND SHALL BE OF CONTRASTING FINISH TO THAT OF ADJACENT SIDEWALK.
  - RAMP SLOPE SHALL NEVER EXCEED 7.5%. THE FLARED SIDES SHALL NOT EXCEED 9.5% SLOPE.
  - DETECTABLE WARNING DEVICES SHALL BE REQUIRED ON ALL DIAGONAL CURB RAMPS. DETECTABLE WARNING DEVICES SHALL BE 36" MINIMUM LENGTH ON THE FULL WIDTH OF THE RAMP. WHEN THE RAMP HAS A SLOPE LESS THAN 1:20 (5.0% SLOPE), DETECTABLE WARNING DEVICES SHALL BE REQUIRED ON THE FULL WIDTH AND DEPTH OF RAMP WITHIN THE GROOVED BORDERS, EXCLUDING THE FLARED SIDES.
  - THE SLOPE OF ADJOINING GUTTERS, ROAD SURFACE OR ACCESSIBLE ROUTE WITHIN 4' OF THE BOTTOM OF THE RAMP SHALL NOT EXCEED 4.5% SLOPE. THE CLEAR SPACE AT THE BOTTOM OF THE RAMP SHALL BE WITHIN THE MARKED CROSSWALK.
  - THERE SHALL BE A SEGMENT OF STRAIGHT CURB. AT LEAST 24" LONG ON EACH SIDE OF THE CURB RAMP. THESE CURBS SHALL ALSO BE WITHIN THE MARKED CROSSWALK.
  - PROVIDE GROOVED BORDER 12" WIDE AT THE LEVEL SURFACE OF THE SIDEWALK ALONG THE TOP AND EACH SIDE APPROX. 3/4" ON CENTER, 1/4" DEEP; 1/4" WIDE.
  - PROVIDE LEVEL LANDING OF AT LEAST 48" ON UPPER END AND OVER FULL WIDTH OF RAMP.
  - RAMP SHALL BE MINIMUM OF 4' WIDE AND SHALL LIE GENERALLY IN A SINGLE SLOPED PLANE WITH A MINIMUM OF SURFACE WARPING AND CROSS SLOPE. DETECTABLE WARNING SURFACE TO BE WET SET BY CONTRACTOR UNLESS SPECIFIED BY COUNTY ENGINEER.



MODIFIED STRAIGHT CURB RAMP DETAIL

9

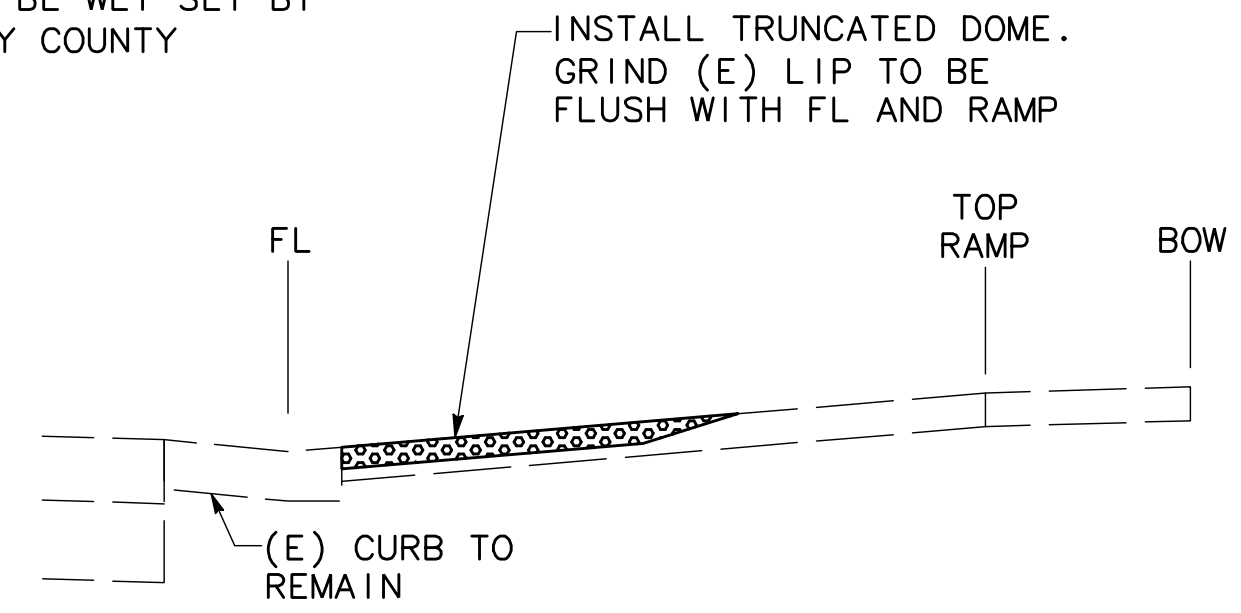
- NOTES:
- TRANSITIONS FROM RAMP AND LANDING TO WALK, GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
  - SURFACE OF CURB RAMP SHALL HAVE BROOM FINISH TRANSVERSE TO PATH OF TRAVEL AND SHALL BE OF CONTRASTING FINISH TO THAT OF ADJACENT SIDEWALK.
  - RAMP SLOPE SHALL NEVER EXCEED 7.5%.
  - THE SLOPE OF ADJOINING GUTTERS, ROAD SURFACE OR ACCESSIBLE ROUTE WITHIN 4' OF THE BOTTOM OF THE RAMP SHALL NOT EXCEED 4.5% SLOPE.
  - PROVIDE GROOVED BORDER 12" WIDE AT THE LEVEL SURFACE OF THE SIDEWALK ALONG THE TOP AND EACH SIDE APPROX. 3/4" ON CENTER, 1/4" DEEP; 1/4" WIDE.
  - DETECTABLE WARNING SURFACE TO BE WET SET BY CONTRACTOR UNLESS SPECIFIED BY COUNTY ENGINEER.



MODIFIED CURB RAMP DETAIL

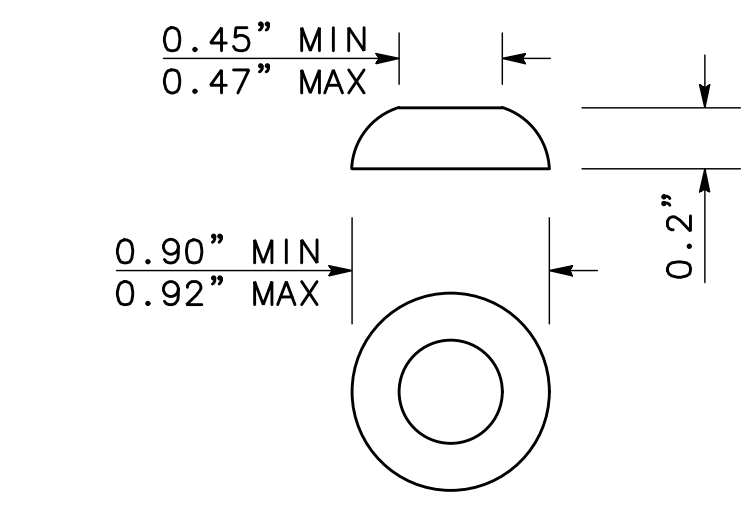
8

- NOTES:
- DETECTABLE WARNING SURFACE TO BE WET SET BY CONTRACTOR UNLESS SPECIFIED BY COUNTY ENGINEER.

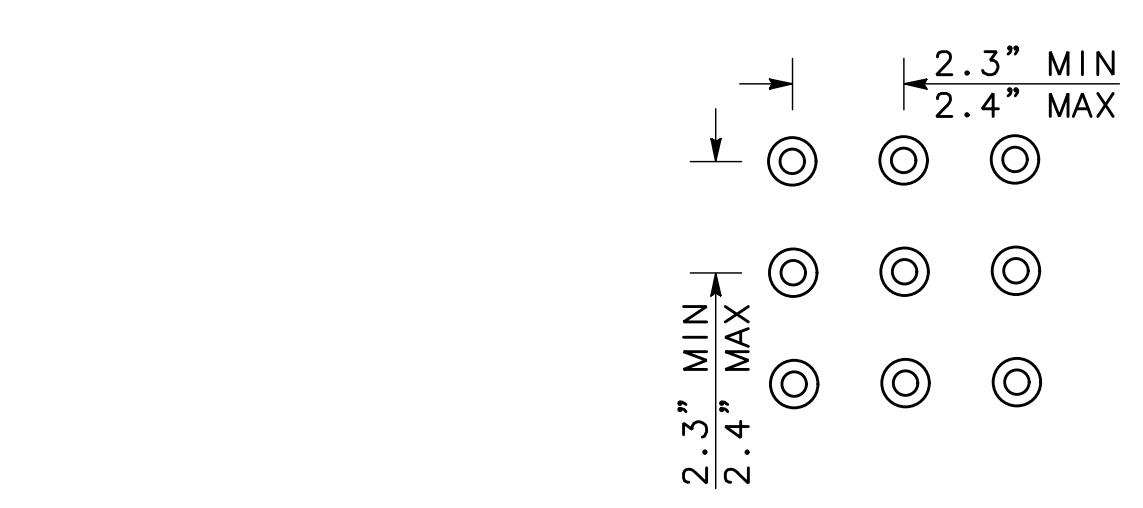


GRIND AND TRUNCATED DOME DETAIL

10



RAISED TRUNCATED DOME

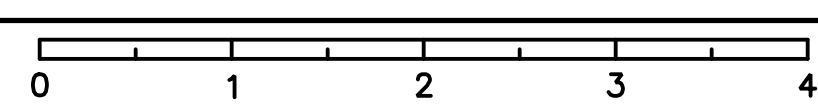


RAISED TRUNCATED DOME PATTERN

TRUNCATED DOME DETAIL

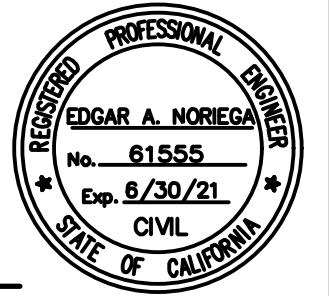
11

BID SUBMITTAL



DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			6	16

PROFESSIONAL CIVIL ENGINEER  
 10/30/2020  
 PLANS APPROVAL DATE  
 MARK THOMAS AND COMPANY, INC  
 7571 N Remington Avenue, Suite 102  
 Fresno, CA 93711  
 (559) 447-1938



- NOTES:
- TRANSITIONS FROM RAMP AND LANDING TO WALK, GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
  - SURFACE OF CURB RAMP AND FLARED SIDES SHALL HAVE BROOM FINISH TRANSVERSE TO PATH OF TRAVEL AND SHALL BE OF CONTRASTING FINISH TO THAT OF ADJACENT SIDEWALK.
  - RAMP SLOPE SHALL NEVER EXCEED 7.5%.
  - THE SLOPE OF ADJOINING GUTTERS, ROAD SURFACE OR ACCESSIBLE ROUTE WITHIN 4' OF THE BOTTOM OF THE RAMP SHALL NOT EXCEED 4.5% SLOPE.
  - THERE SHALL BE A SEGMENT OF STRAIGHT CURB. AT LEAST 24" LONG ON EACH SIDE OF THE CURB RAMP. THESE CURBS SHALL ALSO BE WITHIN THE MARKED CROSSWALK.
  - PROVIDE GROOVED BORDER 12" WIDE AT THE LEVEL SURFACE OF THE SIDEWALK ALONG THE TOP AND EACH SIDE APPROX. 3/4" ON CENTER, 1/4" DEEP; 1/4" WIDE.
  - DETECTABLE WARNING SURFACE TO BE WET SET BY CONTRACTOR UNLESS SPECIFIED BY COUNTY ENGINEER.

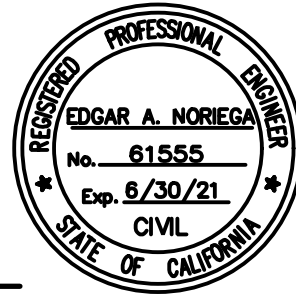


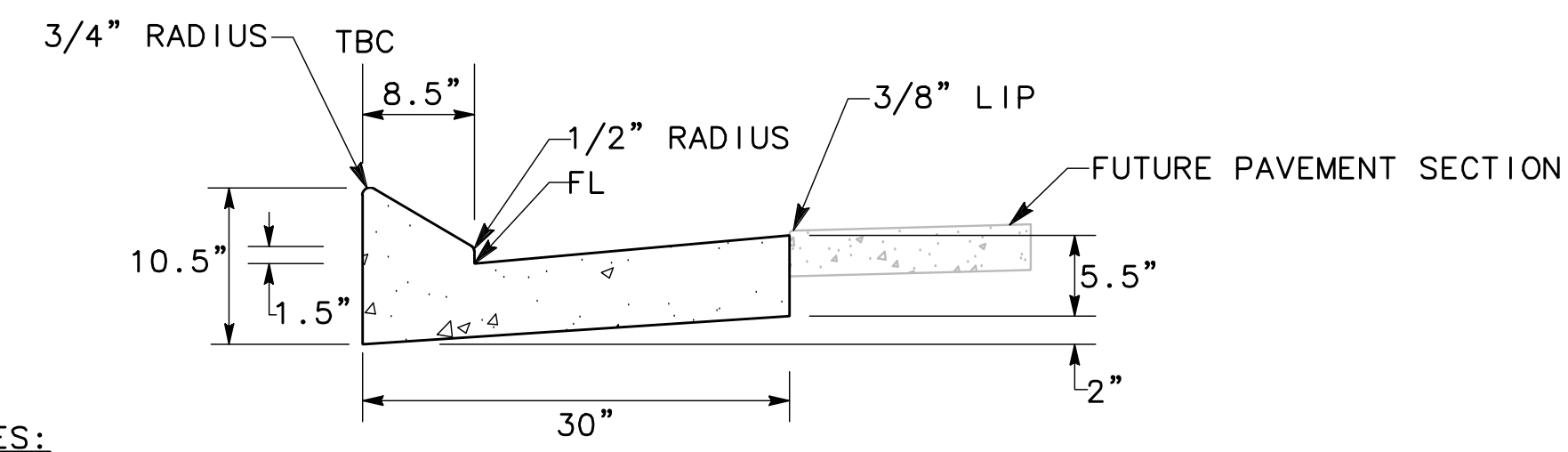
PROJECT MANAGER EDGAR A. NORIEGA	CALCULATED/ DESIGNED BY	KB	5/5/20	REVISED BY	
	CHECKED BY	CH	5/5/20	DATE REVISED	

KINGS COUNTY - DEPARTMENT OF PUBLIC WORKS



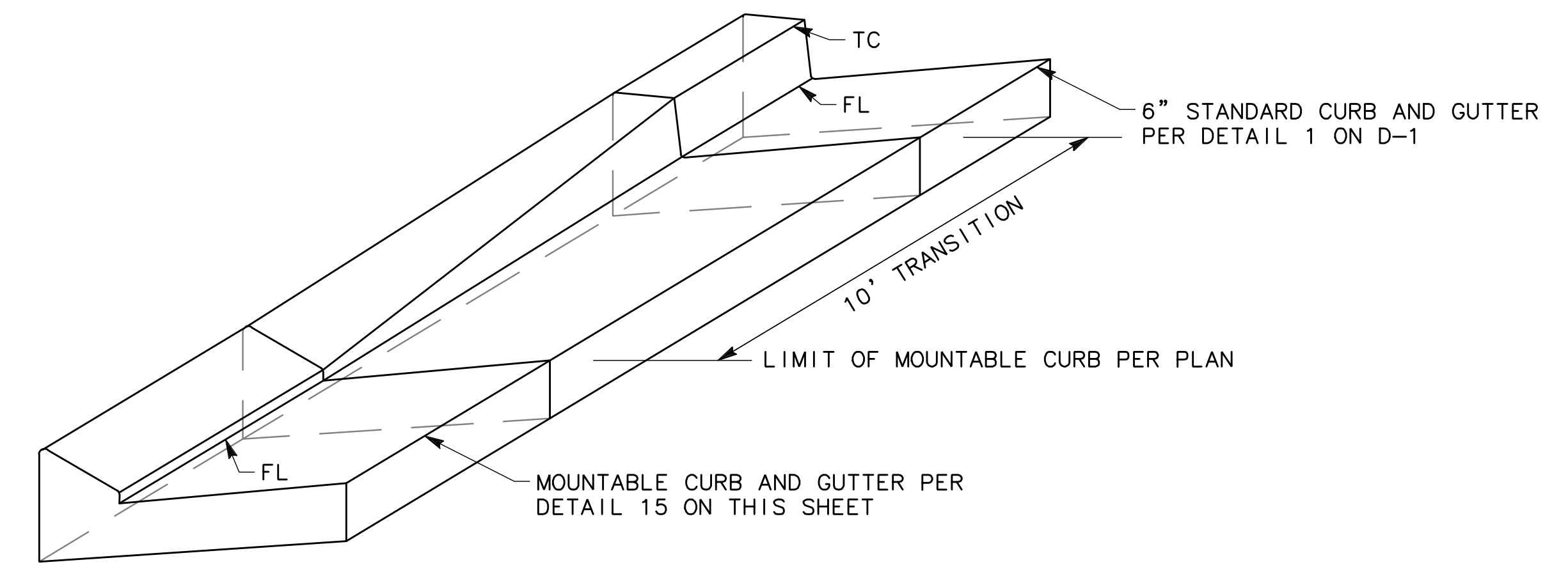
DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			8	16

  
**PROFESSIONAL CIVIL ENGINEER**  
 10/30/2020  
**PLANS APPROVAL DATE**  
 MARK THOMAS AND COMPANY, INC  
 7571 N Remington Avenue, Suite 102  
 Fresno, CA 93711  
 (559) 447-1938



- NOTES:**
1. CLASS "B" CONCRETE, 5 SACK MIN MIX, 2500 PSI MIN @ 28 DAYS
  2. WEAKENED PLANE JOINTS AT 20' INTERVALS SHALL BE CONSTRUCTED AT 1" MIN DEPTH.
  3. CURB AND GUTTER SHALL BE PLACED ON 6" NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION.
  4. EXPANSION JOINTS SHALL BE CONSTRUCTED AT ALL CURB RETURNS AND EACH SIDE OF DRIVE APPROACHES.

**MOUNTABLE CURB AND GUTTER DETAIL** NTS 15



- NOTES:**
1. CLASS "B" CONCRETE, 5 SACK MIN MIX, 2500 PSI MIN @ 28 DAYS
  2. WEAKENED PLANE JOINTS AT 20' INTERVALS SHALL BE CONSTRUCTED AT 1" MIN DEPTH.
  3. CURB AND GUTTER SHALL BE PLACED ON 6" NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION.

**MOUNTABLE CURB AND GUTTER TRANSITION** NTS 16

**BID SUBMITTAL**

PATH: J:\Kings Co-FN-19117-Kettleman City - General Petroleum Ave Extension\CADD\_2018\Sheets\KINGS COUNTY - DEPARTMENT OF PUBLIC WORKS - GENERAL PETROLEUM AVENUE C,G&SW EXTENSION\CADD\_2018\SHEETS\GP-L-1  
 FILE NAME: GP-L-1  
 PLOT DATE: Oct 30, 2020-11:48:33am  
 CAD USER: chornier

PROJECT MANAGER EDGAR A. NORIEGA	CALCULATED/ DESIGNED BY KB	REVISOR 5/5/20	REVISION DATE	REVISOR 5/5/20	REVISION DATE
	CHECKED BY CH				

### LAYOUT NOTES

- |   |   |   |
|---|---|---|
| <p>1 CONSTRUCT 6" STANDARD CURB AND GUTTER PER DETAIL 1 ON SHEET D-1.</p> <p>2 CONSTRUCT SIDEWALK PER DETAIL 3 ON SHEET D-1. SEE ALSO CD SHEETS.</p> <p>3 CONSTRUCT VALLEY GUTTER PER DETAIL 6 ON SHEET D-1.</p> <p>4 CONSTRUCT DRIVEWAY PER DETAIL 12 ON SHEET D-3.</p> <p>5 EXISTING WOOD/CHAIN LINK FENCE TO BE REMOVED.</p> <p>6 EXISTING BRICK AND WROUGHT IRON FENCE TO BE REMOVED.</p> | <p>7 GRIND AND INSTALL TRUNCATED DOMES TO EXISTING RAMP PER DETAIL 10 ON D-2.</p> <p>8 EXISTING FENCE TO REMAIN.</p> <p>9 CONSTRUCT AC PEDESTRIAN RAMP PER DETAIL 5 ON SHEET D-1. SEE ALSO CD SHEETS.</p> <p>10 CONSTRUCT MODIFIED DRIVEWAY PER DETAIL 13 ON SHEET D-3.</p> <p>11 EXISTING WROUGHT IRON FENCE TO BE REMOVED</p> <p>12 CONSTRUCT CONCRETE STAIRS PER DETAIL 14 ON D-3.</p> | <p>13 CONSTRUCT DIAGONAL CURB RAMP DETAIL 7 ON SHEET D-2</p> <p>14 CONSTRUCT MODIFIED CURB RAMP DETAIL 8 ON SHEET D-2</p> <p>15 CONSTRUCT MODIFIED STRAIGHT CURB RAMP DETAIL 9 ON SHEET D-2</p> <p>16 MOUNTABLE CURB AND GUTTER PER DETAIL 16 ON SHEET D-4</p> <p>17 CONSTRUCT TYPE 1 VERTICAL CURB PER DETAIL 2 ON SHEET D-1. FOR LIMITS OF CONSTRUCTION SEE CD SHEETS.</p> <p>18 INSTALL ROOT BARRIER</p> |
|---|---|---|

### LEGEND

- PROPOSED FULL DEPTH AC PAVEMENT SECTION
- CONCRETE DRIVEWAY
- TRUNCATED DOME
- REMOVE CONCRETE
- X REMOVE TREE
- SAWCUT

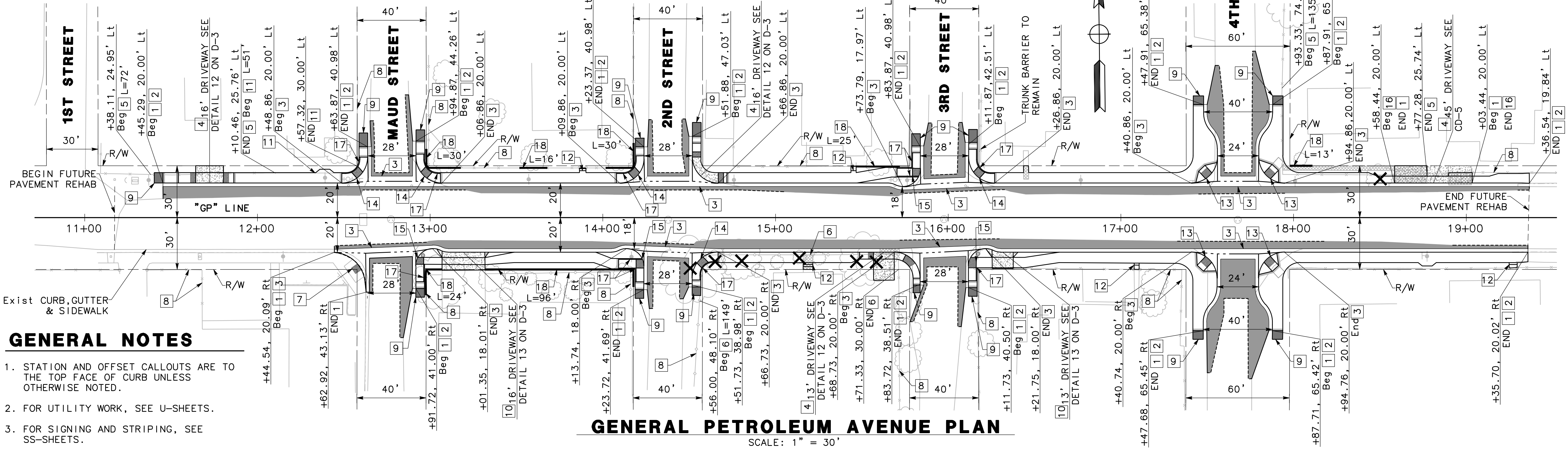


DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			9	16

**PROFESSIONAL CIVIL ENGINEER**

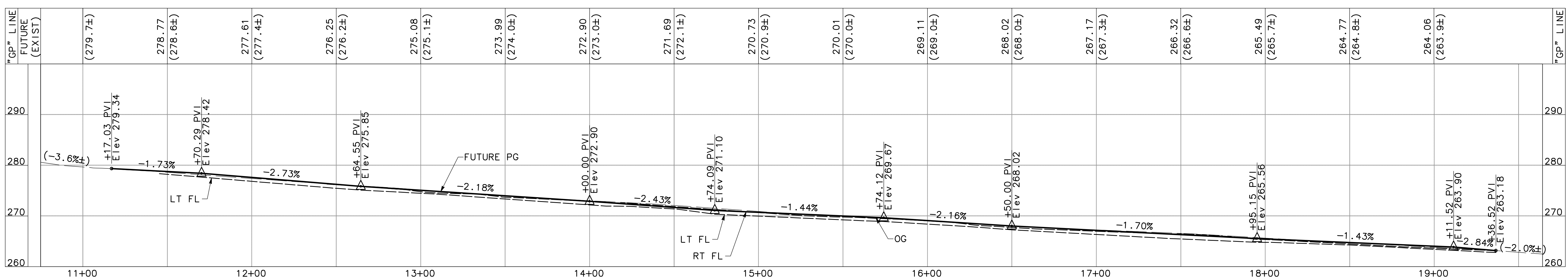
10/30/2020  
**PLANS APPROVAL DATE**

MARK THOMAS AND COMPANY, INC  
7571 N Remington Avenue, Suite 102  
Fresno, CA 93711  
(559) 447-1938



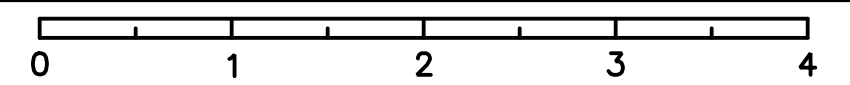
### GENERAL NOTES

1. STATION AND OFFSET CALLOUTS ARE TO THE TOP FACE OF CURB UNLESS OTHERWISE NOTED.
2. FOR UTILITY WORK, SEE U-SHEETS.
3. FOR SIGNING AND STRIPING, SEE SS-SHEETS.



**GENERAL PETROLEUM AVENUE PROFILE**

SCALE: H: 1" = 30'  
V: 1" = 3'



### BID SUBMITTAL

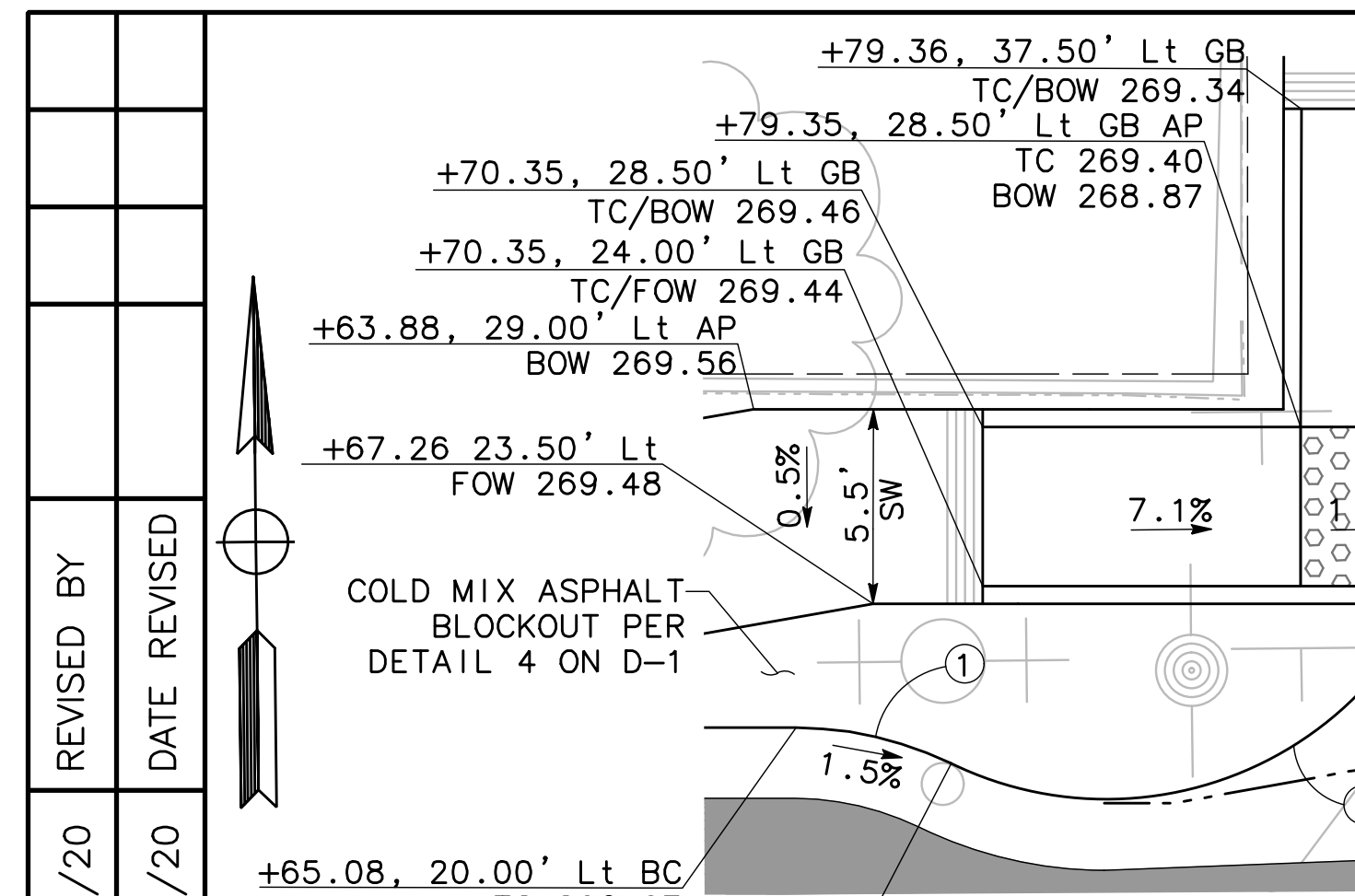




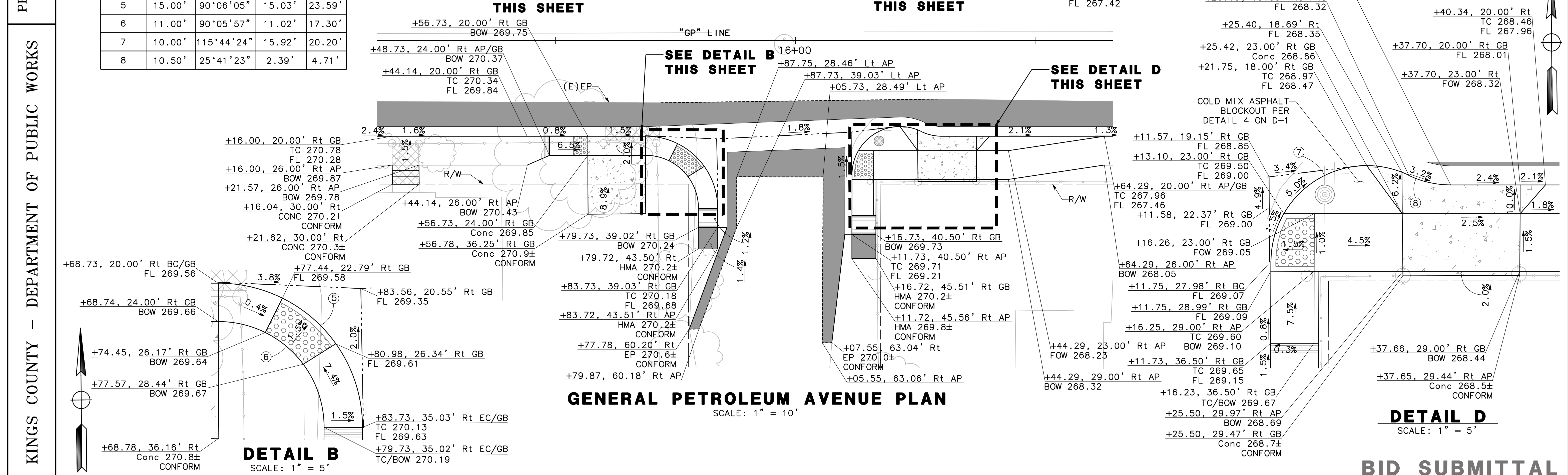
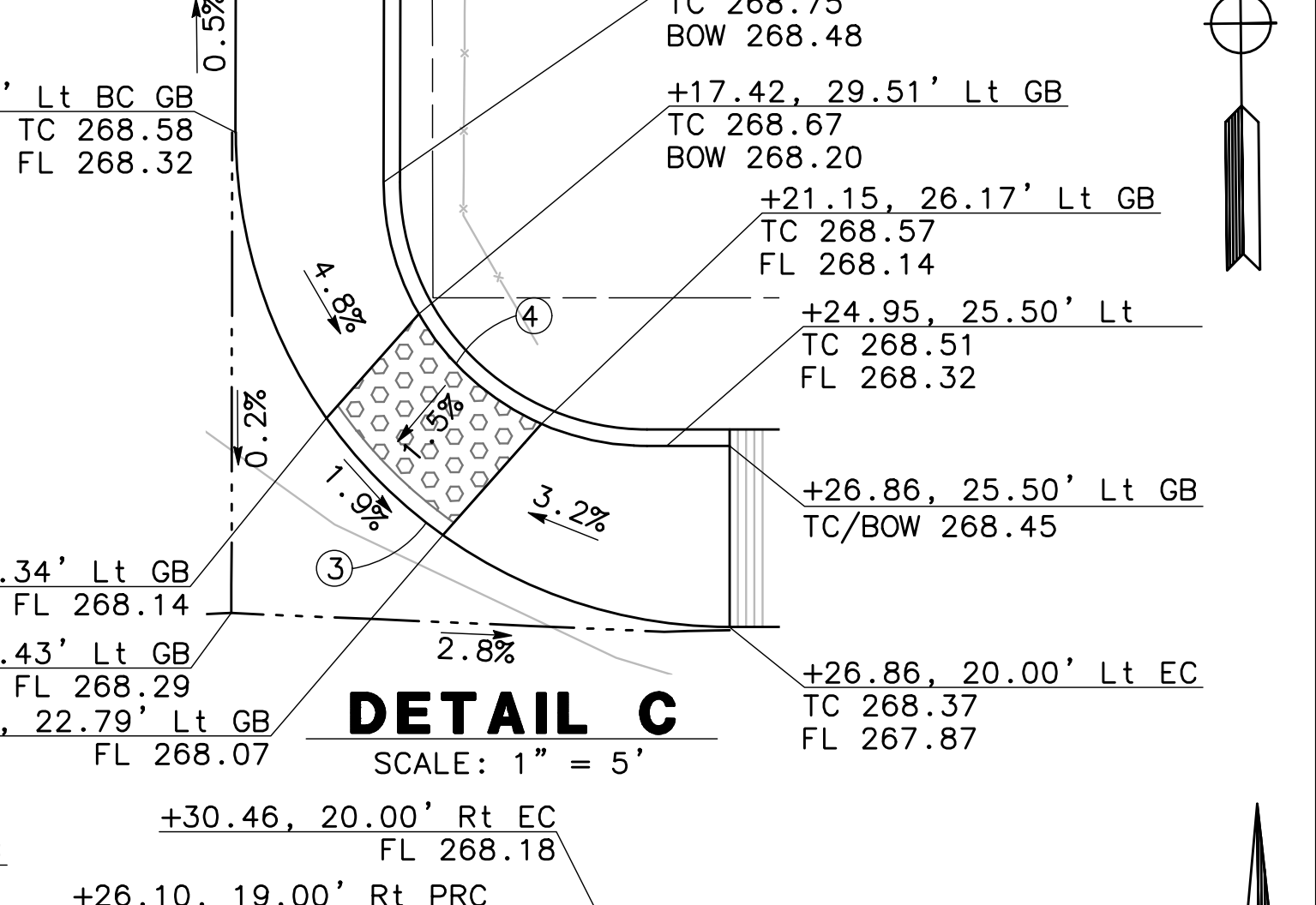
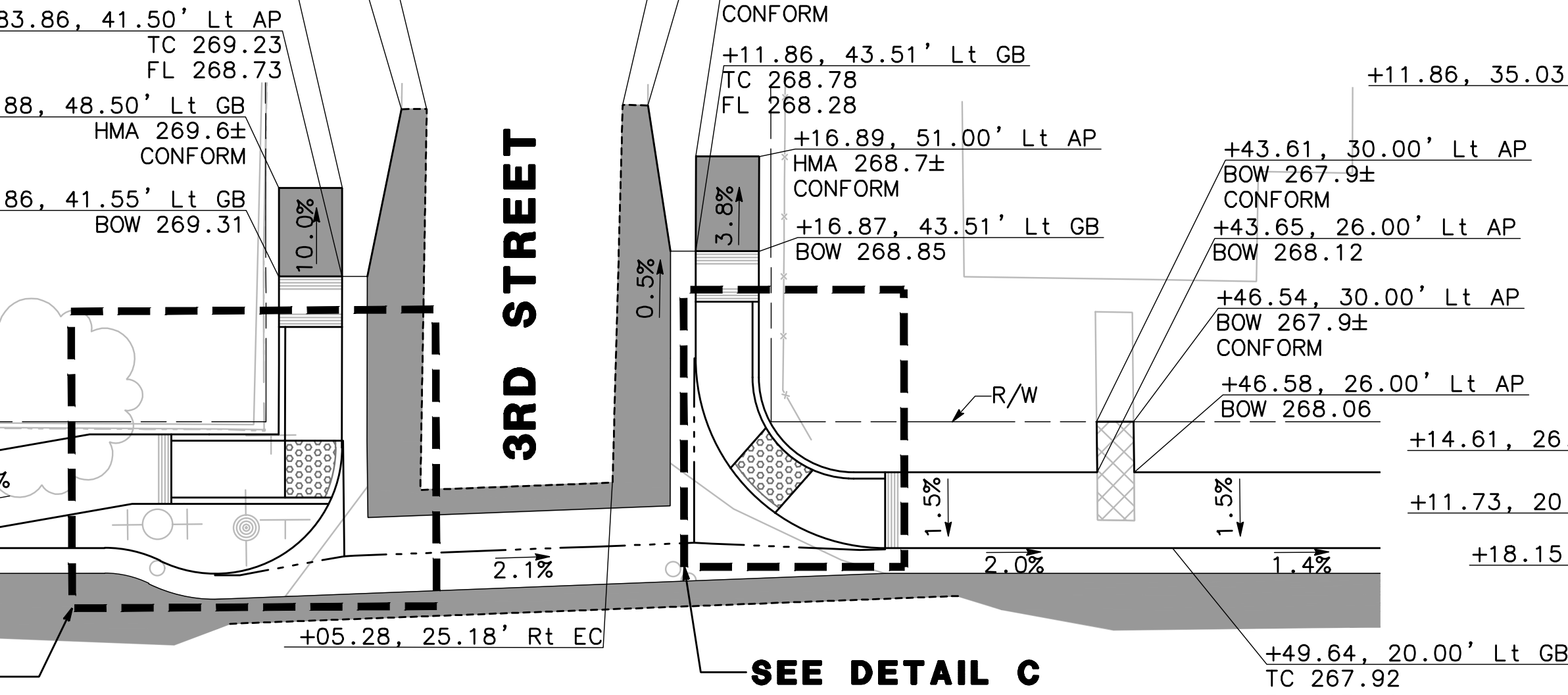


DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			12	16

PROFESSIONAL CIVIL ENGINEER  
 10/30/2020  
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 MARK THOMAS AND COMPANY, INC  
 7571 N Remington Avenue, Suite 102  
 Fresno, CA 93711  
 (559) 447-1938



CURVE #	RADIUS	DELTA	TANGENT	LENGTH
1	10.00'	25°59'41"	2.31'	4.54'
2	10.00'	115°53'46"	15.97'	20.23'
3	15.00'	90°06'05"	15.03'	23.59'
4	7.50'	90°06'05"	7.51'	11.79'
5	15.00'	90°06'05"	15.03'	23.59'
6	11.00'	90°05'57"	11.02'	17.30'
7	10.00'	115°44'24"	15.92'	20.20'
8	10.50'	25°41'23"	2.39'	4.71'



REVISOR	DATE	REVISION

FOR REDUCED PLANS ORIGINAL SCALE IN INCHES 
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CAD USER: hbuckalew  
 PLOT DATE: Oct 30, 2020-0144-35pm  
 FILE NAME: GP\_CD1-CD4  
 J:\Kings Co-FN-1917-Kettleman City - General Petroleum Ave Extension\CADD\_2018\Sheets\

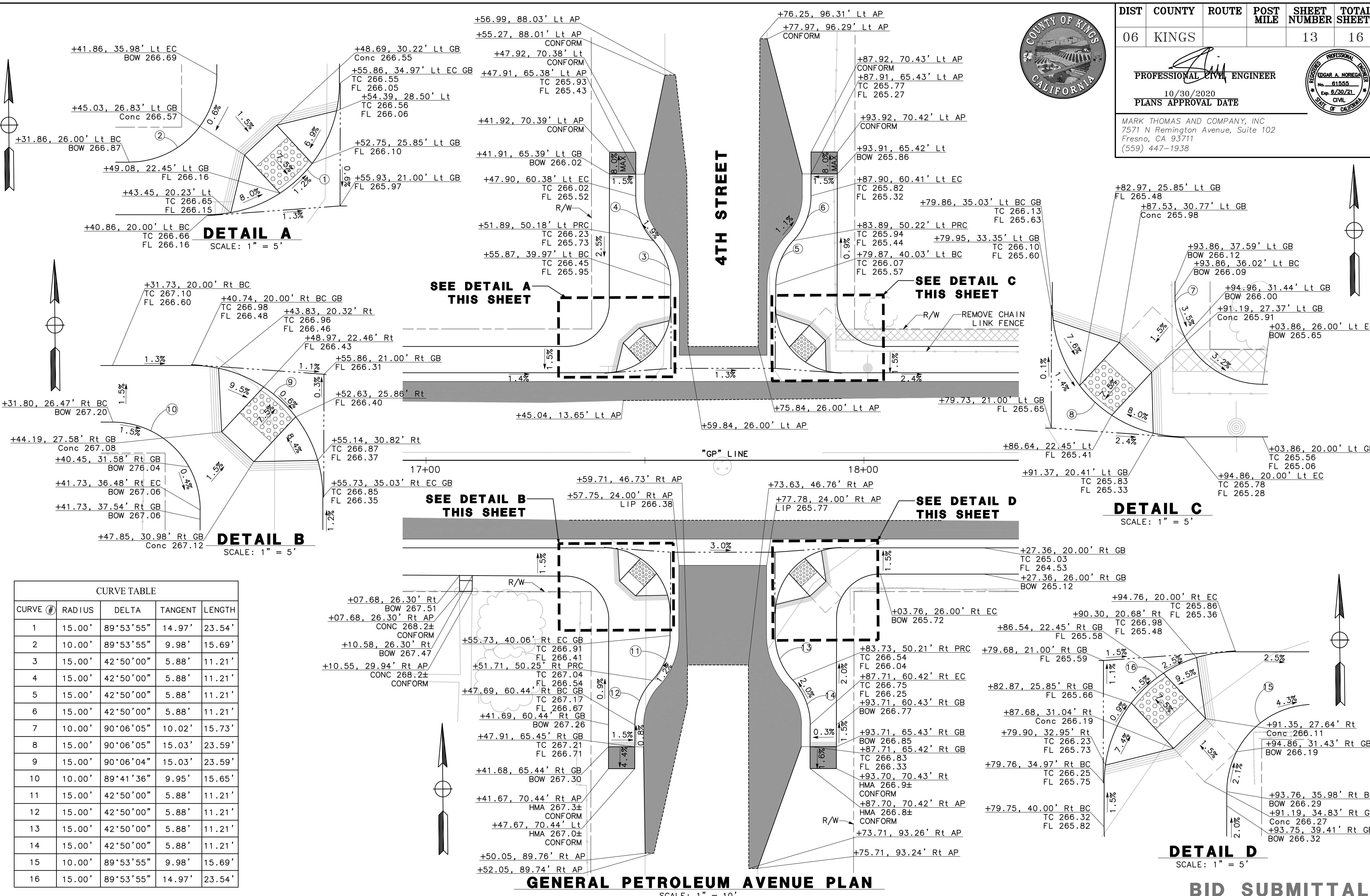
**KINGS COUNTY - DEPARTMENT OF PUBLIC WORKS**

REVISION	BY	DATE

PROJECT MANAGER	CHECKED BY	DATE
EDGAR A. NORIEGA		5/5/20

CALCULATED/DESIGNED BY	

KB	CH



CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
1	15.00'	89°53'55"	14.97'	23.54'
2	10.00'	89°53'55"	9.98'	15.69'
3	15.00'	42°50'00"	5.88'	11.21'
4	15.00'	42°50'00"	5.88'	11.21'
5	15.00'	42°50'00"	5.88'	11.21'
6	15.00'	42°50'00"	5.88'	11.21'
7	10.00'	90°06'05"	10.02'	15.73'
8	15.00'	90°06'05"	15.03'	23.59'
9	15.00'	90°06'04"	15.03'	23.59'
10	10.00'	89°41'36"	9.95'	15.65'
11	15.00'	42°50'00"	5.88'	11.21'
12	15.00'	42°50'00"	5.88'	11.21'
13	15.00'	42°50'00"	5.88'	11.21'
14	15.00'	42°50'00"	5.88'	11.21'
15	10.00'	89°53'55"	9.98'	15.69'
16	15.00'	89°53'55"	14.97'	23.54'

**GENERAL PETROLEUM AVENUE PLAN**

SCALE: 1" = 10'

DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			13	16

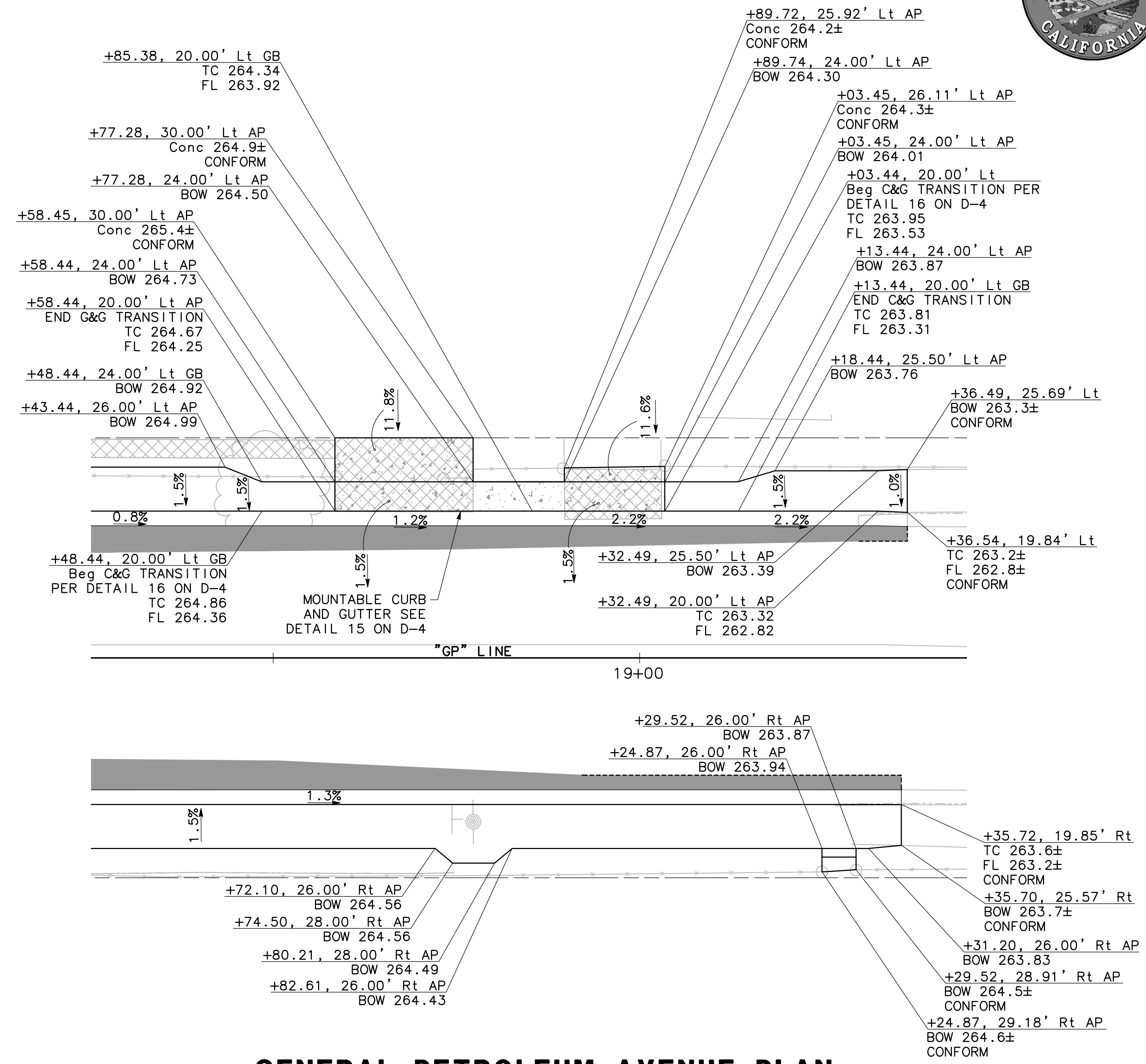
**PROFESSIONAL CIVIL ENGINEER**  
 10/30/2020  
**PLANS APPROVAL DATE**  
 MARK THOMAS AND COMPANY, INC  
 7571 N Remington Avenue, Suite 102  
 Fresno, CA 93711  
 (559) 447-1938

**BID SUBMITTAL**

FILE NAME: GP\_CD1-CD4 PLOT DATE: Oct 30, 2020-01:10:08pm CAD USER: hbuckalew

PROJECT MANAGER EDGAR A. NORIEGA	CALCULATED/ DESIGNED BY	KB	5/5/20	REVISOR	BY
	CHECKED BY	CH	5/5/20	DATE	REVISED

KINGS COUNTY - DEPARTMENT OF PUBLIC WORKS

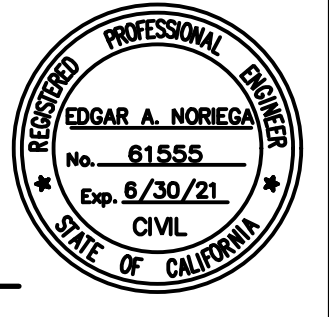


**GENERAL PETROLEUM AVENUE PLAN**  
SCALE: 1" = 10'



DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			14	16

PROFESSIONAL CIVIL ENGINEER  
 10/30/2020  
 PLANS APPROVAL DATE  
 MARK THOMAS AND COMPANY, INC  
 7571 N Remington Avenue, Suite 102  
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**BID SUBMITTAL**



FILE NAME: GP-U-1 PLOT DATE: Oct 30, 2020-11:50:15am CAD USER: chornier

PROJECT MANAGER EDGAR A. NORIEGA

PATH: J:\Kings Co-FN-19117-Kettleman City - General Petroleum Ave Extension\CADD\_2018\Sheets\

PROJECT MANAGER EDGAR A. NORIEGA	CALCULATED/ DESIGNED BY	KB	5/5/20	REVISED BY	
	CHECKED BY	CH	5/5/20	DATE REVISED	

**UTILITY NOTES:**  
1. SHEETS ACCURATE FOR UTILITY WORK ONLY.

**LEGEND:**

- gs--- PG&E GAS
- s--- KCCSD SEWER
- sd--- KCCSD STORM DRAIN
- tc--- GENERAL COMMUNICATION
- w--- KCCSD WATER
- j+---(oh)--- JOINT OH

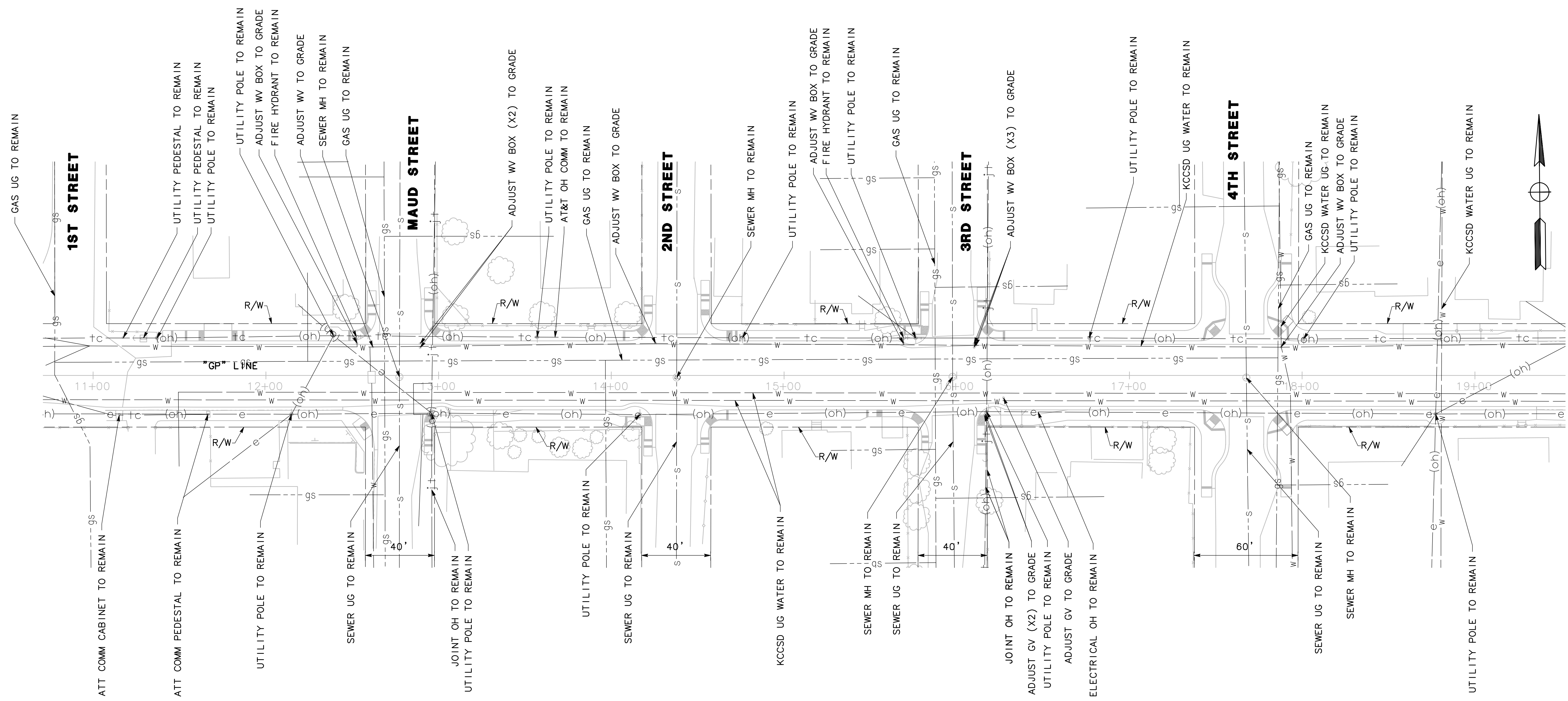
**ABBREVIATIONS:**

- AT&T AMERICAN TELEPHONE & TELEGRAPH
- COMM COMMUNICATION
- KCCSD KETTLEMAN CITY COMMUNITY SERVICE DISTRICT
- MH MANHOLE
- OH OVERHEAD
- PG&E PACIFIC GAS & ELECTRIC
- UG UNDERGROUND

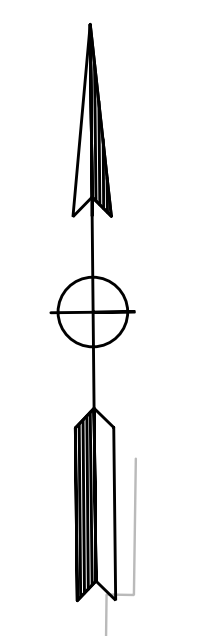


DIST	COUNTY	ROUTE	POST MILE	SHEET NUMBER	TOTAL SHEETS
06	KINGS			16	16

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**GENERAL PETROLEUM AVENUE PLAN**  
SCALE: 1" = 30'



KINGS COUNTY - DEPARTMENT OF PUBLIC WORKS

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PATH: J:\KINGS CO-FN-19117-KETTLEMAN CITY - GENERAL PETROLEUM AVE EXTENSION\CADD\_2018\SHEETS\GP-U-1

FOR REDUCED PLANS ORIGINAL SCALE IN INCHES

GENERAL PETROLEUM AVENUE C,G&SW EXTENSION

UTILITY U-1