INVITATION FOR BIDS

FOR CONSTRUCTION OF

Downtown Connectivity to Support Housing Density

CITY CONTRACT NUMBER
C02456

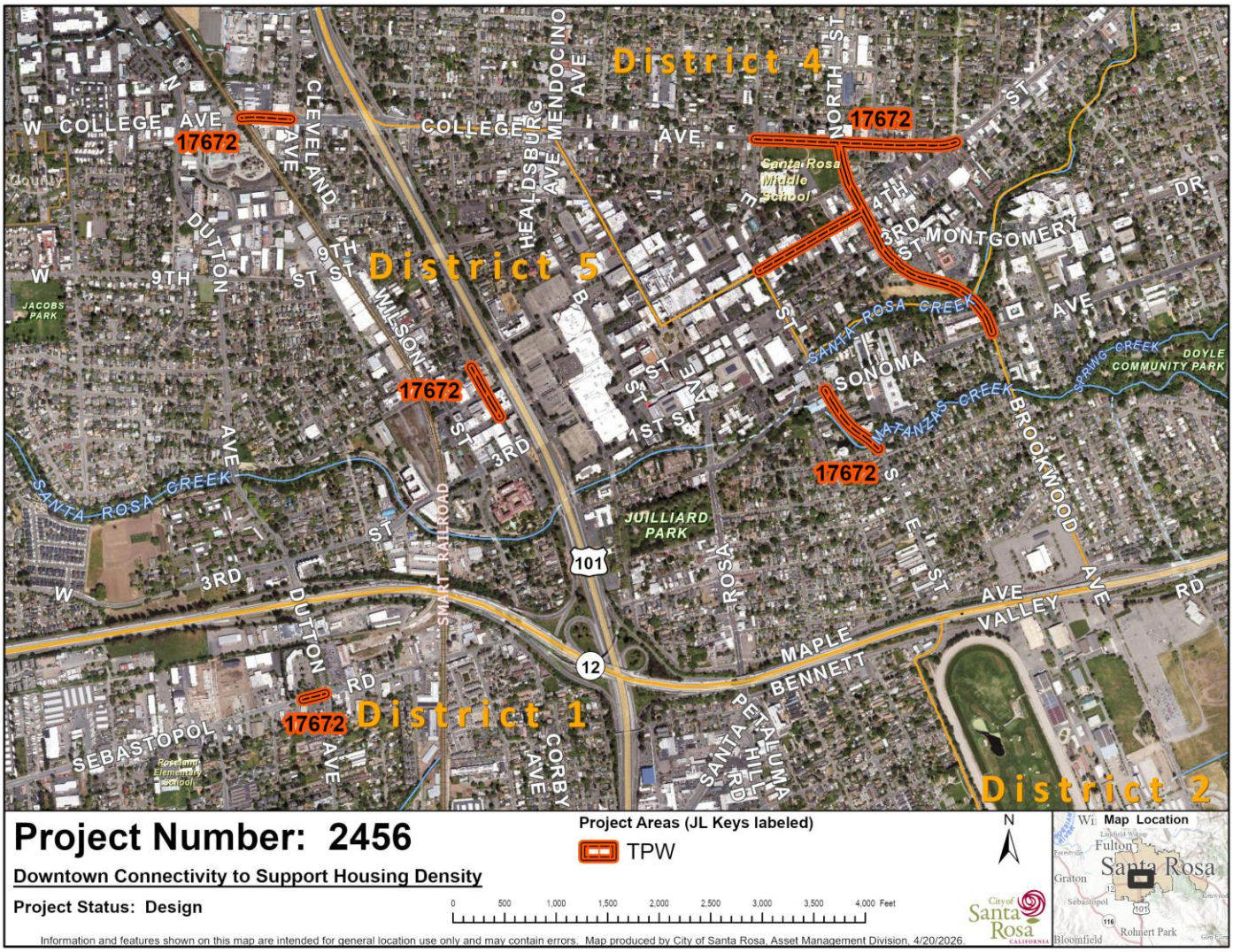
FEDERAL PROJECT NUMBER
STPL-5028(090)

ISSUED BY

CAPITAL PROJECTS ENGINEERING DIVISION

CITY OF SANTA ROSA, CALIFORNIA

2026



LOCATION MAP

City of Santa Rosa

TABLE OF CONTENTS

Notice Inviting Bids **1**
Instructions to Bidders **4**
Bid Proposal **11**
Bid Schedule **13**
Subcontractor List **15**
Noncollusion Declaration **16**
Bid Bond **17**
Contractor Agreement To Be Bound **19**
Contract **20**
Payment Bond **25**
Performance Bond **27**
General Conditions **29**
Article 1 - Definitions **29**
Definitions 29
Article 2 - Roles and Responsibilities **32**
2.1 City 32
2.2 Contractor 33
2.3 Subcontractors 37
2.4 Coordination of Work 37
2.5 Submittals 38
2.6 Shop Drawings. 39
2.7 Material List. 39
2.8 Access to Work. 39
2.9 Personnel 39
Article 3 - Contract Documents **40**
3.1 Interpretation of Contract Documents 40
3.2 Order of Precedence 41
3.3 Caltrans Standard Specifications and Standard Plans 41
3.4 For Reference Only. 42
3.5 Current Versions. 42
3.6 Conformed Copies. 42
3.7 Ownership. 42
Article 4 - Bonds, Indemnity, and Insurance **42**
4.1 Payment and Performance Bonds. 42
4.2 Indemnity 43
4.3 Insurance 43
Article 5 - Contract Time **46**
5.1 Time is of the Essence 46
5.2 Schedule Requirements 46
5.3 Delay and Extensions of Contract Time 48
5.4 Liquidated Damages. 51
Article 6 - Contract Modification **52**
6.1 Contract Modification. 52
6.2 Contractor Change Order Requests 53
6.3 Adjustments to Contract Price 54
6.4 Unilateral Change Order 55
6.5 Non-Compliance Deemed Waiver 55
6.6 Post-Bid Cost Increases. 55
Article 7 - General Construction Provisions **55**
7.1 Permits, Fees, Licenses, Certificates, and Taxes 55
7.2 Temporary Facilities 56
7.3 Noninterference and Site Management. 56
7.4 Signs 57

7.5 Project Site and Nearby Property Protections. 57
7.6 Materials and Equipment 59
7.7 Substitutions 60
7.8 Testing and Inspection. 61
7.9 Project Site Conditions and Maintenance. 62
7.10 Instructions and Manuals 63
7.11 As-built Drawings. 64
7.12 Existing Utilities 64
7.13 Notice of Excavation 65
7.14 Trenching and Excavations of Four Feet or More 65
7.15 Trenching of Five Feet or More 65
7.16 New Utility Connections 65
7.17 Lines and Grades. 66
7.18 Historic or Archeological Items 66
7.19 Environmental Control 66
7.20 Noise Control. 67
7.21 Mined Materials. 67
7.22 Water Department Notification. 67
7.23 Public Safety and Traffic Control. 67
Article 8 - Payment 69
8.1 Schedule of Values 69
8.2 Progress Payments 69
8.3 Adjustment of Payment Application 69
8.4 Early Occupancy. 70
8.5 Retention 70
8.6 Payment to Subcontractors and Suppliers 71
8.7 Final Payment 71
8.8 Release of Claims 72
8.9 Warranty of Title 72
Article 9 - Labor Provisions 72
9.1 Discrimination Prohibited 72
9.2 Labor Code Requirements 72
9.3 Prevailing Wages 72
9.4 Payroll Records 73
9.5 Labor Compliance 73
Article 10 - Safety Provisions 73
10.1 Safety Precautions and Programs 73
10.2 Hazardous Materials 74
10.3 Material Safety 74
10.4 Hazardous Condition 75
10.5 Emergencies 75
10.6 Confined Space Operations 75
Article 11 - Completion and Warranty Provisions 75
11.1 Final Completion 75
11.2 Warranty 76
11.3 Use Prior to Final Completion 77
11.4 Substantial Completion 77
Article 12 - Dispute Resolution 77
12.1 Claims 77
12.2 Claims Submission 78
12.3 City's Response 79
12.4 Meet and Confer 80
12.5 Mediation and Government Code Claims 80
12.6 Tort Claims 81
12.7 Arbitration. 81
12.8 Burden of Proof and Limitations 81

12.9 Legal Proceedings 81
12.10 Other Disputes 81
Article 13 - Suspension and Termination 82
13.1 Suspension for Cause 82
13.2 Suspension for Convenience 82
13.3 Termination for Default 82
13.4 Termination for Convenience 84
13.5 Actions Upon Termination for Default or Convenience 84
Article 14 - Miscellaneous Provisions 85
14.1 Assignment of Unfair Business Practice Claims 85
14.2 Provisions Deemed Inserted 85
14.3 Waiver 85
14.4 Titles, Headings, and Groupings 86
14.5 Statutory and Regulatory References 86
14.6 Survival. 86
Special Conditions 87
Attachment A – Caltrans Bidding Requirements 97
Attachment B – Caltrans Contract Requirements 159
TECHNICAL SPECIFICATIONS 196
10 GENERAL (GENERAL CONSTRUCTION) 197
12 TEMPORARY TRAFFIC CONTROL 201
13 WATER POLLUTION CONTROL 206
14 ENVIRONMENTAL STEWARDSHIP 212
15 EXISTING FACILITIES 215
19 EARTHWORK 221
39 HOT MIX ASPHALT 225
56 SIGNS 241
73 CONCRETE CURBS AND SIDEWALKS 242
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES 248
82 SIGNS AND MARKERS 250
84 MARKINGS 251
87 ELECTRICAL SYSTEMS 254
90 CONCRETE 256

Notice Inviting Bids

1. Bid Submission. City of Santa Rosa ("City") will accept sealed bids for its Downtown Connectivity to Support Housing Density Project, City Contract No. C02456 ("Project"), before August 6, 2026, at 2:00 p.m., at its Transportation and Public Works office, located at 69 Stony Circle, Santa Rosa, California, at which time the bids will be publicly opened and read aloud. Bidders may attend the public opening in person.

2. Project Information.

2.1 Location and Description. The Project is located at various street corridors, and is described as follows:
a. 4th St from E St to Brookwood Ave
b. Brookwood Ave from Sonoma Ave to College Ave
c. College Ave from E St to 4th St
d. College Ave from SMART tracks to Cleveland Ave
e. Davis St from 4th St to 6th St
f. South E St from Tupper St to Sonoma Ave
g. Sebastopol Rd from Avalon Ave to 1000' E of Dutton Ave (striping change only)

2.2 Time for Final Completion. The Project must be fully completed within 60 Working Days from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about September 2026, but the anticipated start date is provided solely for convenience and is neither certain nor binding.

3. License and Registration Requirements.

3.1 License. This Project requires a valid California contractor's license for the following classification(s): Class A.

3.2 DIR Registration. City may not accept a Bid Proposal from, or enter into the Contract with, a bidder without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

4. Contract Documents. The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto ("Contract Documents") may be downloaded from the City's PlanetBids portal, which may be accessed by selecting the "Bid/Proposal Opportunities" link on the City's website at https://www.srcity.org/165/Bids-Proposals. A printed copy of the Contract Documents is not available.

5. Bid Security. The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after City issues the Notice of Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Award.

6. Prevailing Wage Requirements.

6.1 General. Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

6.2 Rates. The prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

6.3 Compliance. The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

7. Performance and Payment Bonds. The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

8. Substitution of Securities. Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.

9. Subcontractor List. Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and portion of the Work to be performed for each Subcontractor that will perform Work or service, or fabricate and install Work, for the prime contractor in excess of one-half of 1% of the total bid price, using the Subcontractor List form included with the Contract Documents.

10. Bidders' Conference. A bidders' conference will be held on July 28, 2026, at 2:00 p.m., at the following location: 69 Stony Circle, Santa Rosa, CA to acquaint all prospective bidders with the Contract Documents and the Project site. The bidders' conference is not mandatory. A bidder who fails to attend a mandatory bidders' conference may be disqualified from bidding.

11. Instructions to Bidders. All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

12. Caltrans Administered Project. This Project is funded in whole or in part by federal funds administered under Caltrans' Local Assistance Procedures Manual ("LAPM").

12.1 Caltrans Bidding Requirements. LAPM bidding requirements and forms are provided in Attachment A - Caltrans Bidding Requirements. Each bidder must comply with the requirements set forth in Attachment A, including completion and submission of required federal forms with its Bid Proposal, as further specified in Attachment A.

12.2 Title VI Non-Discrimination Assurances. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.) and applicable regulations, including 49 CFR Part 21, 28 CFR § 50.3, and any other applicable statutory or regulatory authorities identified in the Standard Title VI/Non-Discrimination Assurances, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Any contract entered into pursuant to this advertisement will be subject to Appendix E of the Title VI Assurances, a copy of which is included in Attachment B - Caltrans Contract Requirements.

By: _____ Date: 7/16/2026

Gregory Mariscal, Supervising Engineer

Publication Date: July 16, 2026

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to the City of Santa Rosa ("City") for its Downtown Connectivity to Support Housing Density Project, City Contract No. C02456 ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

1.1 General. Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted to City in a sealed envelope, with all required forms and attachments, before the deadline set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions (i.e., submissions at or after the exact hour of bid opening) will be returned unopened. The official time clock for accepting bids will be an electric date and time stamping clock located, and available for inspection during normal business hours upon request, at the front public counter in the Transportation and Public Work Department office, 69 Stony Circle, Santa Rosa, CA 95401. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, materials, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

1.2 Vendor Registration. To participate in the bidding process, each bidder must register as a vendor on PlanetBids, download the Contract Documents, and add itself to the "Prospective Bidders" list for the Project. If City issues an addendum, each bidder must log in to PlanetBids and acknowledge the addendum prior to the bid deadline. (See Section 8, below.)

1.3 Bid Envelope. The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

> **BID PROPOSAL:**
> Downtown Connectivity to Support Housing Project
> Contract No. C02456
>
> Transportation and Public Works Department
> 69 Stony Circle
> Santa Rosa, California 95401
> Attn: Danny Chen

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code §§ 1725.5 and 1771.1):

> *[Contractor company name]*
> *[street address]*
> *[city, state, zip code]*
> DIR Registration No: _____

1.4 DIR Registration. Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)

1.5 Bid Tabulation. To access the bid tabulation when available, visit the PlanetBids portal or the Project-specific website, available at cippublic.srcity.org/CIPList.html.

2. Bid Proposal Form and Enclosures. Each Bid Proposal must be completed legibly using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Bid Schedule, Subcontractor List, and Noncollusion Declaration using the forms included with the Contract Documents, and any additional forms required by the Notice Inviting Bids or Instructions to Bidders.

3. Authorization and Execution. Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal under California Corporations Code § 313 or as otherwise authorized by law.

4. Bid Security. Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; submit the insurance certificates and endorsements; and submit valid Certificates of Reported Compliance as required by the Off-Road Regulation, if applicable, and any other submittals, if any, required by the Contract Documents or the Notice of Award.

5. Requests for Information. Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to City via the PlanetBids portal. Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.

6. Pre-Bid Investigation.

6.1 General. Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area

conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.

6.2 Document Review. Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 5, above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

6.3 Project Site. Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in City's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.

6.4 Utility Company Standards. The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.

7. Bidders Interested in More Than One Bid. No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.

8. Addenda. Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Any addenda issued prior to the bid opening are part of the Contract Documents. Bidders should check City's PlanetBids portal periodically for any addenda or updates on the Project, which may be accessed via City's website at: https://www.srcity.org/165/Bids-Proposals. Each bidder is solely responsible for ensuring it

has received and reviewed all addenda prior to submitting its bid and must acknowledge each addendum in the PlanetBids portal.

9. Brand Designations and "Or Equal" Substitutions. Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).

10. Bid Protest. Any bid protest against another bidder must be submitted in writing and received by City at 69 Stony Circle, Santa Rosa, CA or sent via email at DChen@srcity.org before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a "Working Day" means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.

10.3 Copy to Protested Bidder. Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.

10.5 Copy to Protesting Bidder. Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

11. Reservation of Rights. Subject to the provisions of its charter and the Santa Rosa City Code ("City Code"), City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 90 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

12. Bonds. Within ten calendar days following issuance of the Notice of Award, the successful bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.

13. License(s) and Certificate(s). The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business tax certificate, issued pursuant to Chapter 6.04 of the City Code, within ten days following issuance of the Notice of Award and before performing any Work on the Project. Subcontractors must also obtain a City business tax certificate before performing any Work.

14. Ineligible Subcontractor. Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.

15. Safety Orders. If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet

or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.

16. **In-Use Off-Road Diesel-Fueled Fleets.** If the Project involves the use of vehicles subject to the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), then within ten calendar days following City's issuance of the Notice of Award, the successful bidder must submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, unless exempt under the Off-Road Regulation.

17. **Community Workforce Agreement.** If checked below, the Project is subject to the City's Community Workforce Agreement ("CWA") and the successful bidder must comply with the requirements therein.

Select One:

☒ This Project is subject to the City's CWA, which is available on the City's website at https://www.srcity.org/165/Bids-Proposals and incorporated herein by reference. Within three Working Days following a request from City, the apparent low bidder must submit to City an executed Appendix A, Contractor Agreement to be Bound, using the form provided with the Contract Documents. Each bidder must provide a copy of the CWA to its Subcontractors, and the successful bidder and its Subcontractors must comply with the CWA. Entering into the CWA is a condition of award of the Contract for the Project.

☐ This Project is not subject to the City's CWA.

18. **Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.

18.1 Incorrect Totals. In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.

18.2 Estimated Quantities. Unless identified as a "Final Pay Quantity," the quantities shown on the Bid Schedule are estimated, and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in

the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity. For any quantity that the Bid Schedule identifies a “Final Pay Quantity,” there will be no adjustment to the Contract Price if the actual quantity required to perform the Work is greater or less than the estimated amount.

18.3 Bid Item Description. The descriptions of bid items in the Specifications are not intended as exclusive descriptions of the Work. Each bidder must determine, and include in its unit pricing, all things necessary and incidental for the timely performance and completion of the Work as specified in the Contract Documents, including, but not limited to, all necessary labor, materials, supplies, tools, equipment, transportation, facilities, and utilities, unless otherwise specified.

19. Withdrawal. A Bid Proposal may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq. In the event that a bid includes a material error, the bidder may request to withdraw its bid in accordance with Public Contract Code § 5100 et seq. The written request must establish the elements set forth in Public Contract Code § 5103.

20. Subcontractor Work Limits. The prime contractor must perform at least 30% of the Work on the Project, calculated as a percentage of the base bid price, with its own forces, except for any Work identified as “Specialty Work” in the Contract Documents. The total bid amount for any such Specialty Work, as shown on the Bid Schedule, may be deducted from the base bid price before computing the 30% self-performance requirement. The remaining Work may be performed by qualified Subcontractor(s).

21. Federal Subcontracting Requirements. This Project is funded in whole or in part by the federal government. The successful bidder must comply with all applicable federal requirements as further specified in the Contract Documents, and when procuring Subcontractors, will consider small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms, as set forth in 2 CFR § 200.321, when possible and subject to the limitations of law. Consideration means:

21.1 Solicitation Lists. These business types are included on solicitation lists.

21.2 Soliciting Potential Sources. These business types are solicited whenever they are deemed eligible as potential sources.

21.3 Maximizing Participation. Dividing procurement transactions into separate procurements to permit maximum participation by these business types.

21.4 Establishing Delivery Schedules. Establishing delivery schedules that encourage participation by these business types.

21.5 Organizational Assistance. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

21.6 Lower-Tier Subcontracts. Requiring Subcontractors to apply this Section to lower-tier subcontracts, if any.

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

Downtown Connectivity to Support Housing Density Project, City Contract No. C02456

_____ ("Bidder") hereby submits this Bid Proposal to the City of Santa Rosa ("City") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price ("Base Bid"):
   $_____.

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid, as evidenced by its acknowledgement of each addendum on the City's PlanetBids portal. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason.

3. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

   3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.

   3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

   3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.

   3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.

   3.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

   3.6 **Iran Contracting Act.** If the Contract Price exceeds $1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

   3.7 **Agreement to be Bound by CWA.** If the Project is subject to the City's CWA, Bidder will submit an executed Appendix A, Contractor Agreement to be Bound, using the form provided

with the Contract Documents, within three Working Days following a request from City. (See Section 17 of the Instructions to Bidders.)

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that, if City issues the Notice of Award to Bidder, then within ten days following issuance of the Notice of Award, Bidder will do all of the following:

4.1 **Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;

4.2 **Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;

4.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and

4.4 **Certificates of Reported Compliance.** Submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation.

5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

____ A cashier's check or certified check payable to City and issued by _____ [Bank name] in the amount of $_____.

____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20__.

s/ _____	_____ Name and Title
s/ _____ *[See Section 3 of Instructions to Bidders]*	_____ Name and Title
_____ Company Name	_____ License #, Expiration Date, and Classification
_____ Address	_____ DIR Registration #
_____ City, State, Zip	_____ Phone
_____ Contact Name	_____ Contact Email

END OF BID PROPOSAL

Bid Schedule

BIDDER NAME: _____

This Bid Schedule must be completed legibly and included with the sealed Bid Proposal. Pricing must be provided for each item as indicated. If this Bid Schedule requests pricing for Alternates, pricing must be provided for each Alternate Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BASE BID

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization (3%)	1	LS	$	$
2	Traffic Control	1	LS	$	$
3	Water Pollution Control	1	LS	$	$
4	Lower and Adjust Sewer Manhole Frames and Covers to Grade	17	EA	$	$
5	Lower and Adjust Sewer Mainline Cleanouts Frames and Covers to Grade	3	EA	$	$
6	Lower and Adjust Water Valve Box Frames and Covers to Grade	77	EA	$	$
7	Lower and Adjust Storm Drain Manhole Frames and Covers to Grade	13	EA	$	$
8	Lower and Adjust Monument Frames and Covers to Grade	13	EA	$	$
9	Subgrade Stabilization (0.35')	8,982	SY	$	$
10	Soil Stabilization Fabric	8,982	SY	$	$
11	GlasGrid	55,032	SY	$	$
12	HMA Surface	9,596	TON	$	$
13	HMA Base	2,193	TON	$	$
14	Edge Grind (0.25')	16,926	LF	$	$
15	End of Street Conform Grind (0.25')	12	EA	$	$
16	Remove and Replace Signs and Posts	15	EA	$	$
17	Pedestrian Barricade (6')	1	EA	$	$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
18	Curb and Gutter	1,119	LF	$	$
19	Curb Ramp	4,325	SF	$	$
20	Sidewalk	2,903	SF	$	$
21	Valley Gutter	300	SF	$	$
22	Median Island Modification	100	SF	$	$
23	Reflective Pavement Marker (Fire Hydrant)	10	EA	$	$
24	Reflective Pavement Marker (Yellow)	650	EA	$	$
25	Yellow Thermoplastic Legends and Symbols	234	SF	$	$
26	White Thermoplastic Legends and Symbols	1,425	SF	$	$
27	4-Inch White Thermoplastic (Parking Divider)	2,100	LF	$	$
28	6-Inch White Thermoplastic (Bike Lane)	5,050	LF	$	$
29	8-Inch White Thermoplastic (Channelization Lane)	1,600	LF	$	$
30	12-Inch Yellow Thermoplastic (Cross Walk)	855	LF	$	$
31	12-Inch White Thermoplastic (Cross Walk)	2,300	LF	$	$
32	Double Yellow Thermoplastic (Centerline)	3,550	LF	$	$
33	Green Bike Lane Marking	300	LF	$	$
34	Replace Traffic Detector	40	EA	$	$
35	Install Detector Handhole	4	EA	$	$

* Final Pay Quantity

TOTAL BASE BID: Items 1 through _____ inclusive: $_____

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

END OF BID SCHEDULE

Subcontractor List

For each Subcontractor that will perform Work in an amount in excess of one-half of 1% of the Bidder's total Base Bid,[1] the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, and its DIR registration number. If the Instructions to Bidders include a provision on "Subcontractor Work Limits," the bidder must also list the percentage of Work to be performed by the Subcontractor (based on a percentage of the Base Bid price) in the "Percent of Work" column.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK

END OF SUBCONTRACTOR LIST

[1] For street or highway construction, this requirement applies to any subcontract of $10,000 or more.

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of _____ [business name], 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.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

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

s/_____

_____
Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

_____ ("Bidder") has submitted a bid, dated _____, 20_____ ("Bid"), to the City of Santa Rosa ("City") for work on the Downtown Connectivity to Support Housing Density Project, City Contract No. C02456 ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and _____, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.

2. **Submittals.** Within ten days following issuance of the Notice of Award to Bidder, Bidder must submit to City the following:

   2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");

   2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;

   2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents;

   2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents;

   2.5 **Certificates of Reported Compliance.** Valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if the Project involves the use of vehicles subject to the Off-Road Regulation; and

   2.6 **Other Submittals.** Any other documents required by the Instructions to Bidders or Notice of Award.

3. **Enforcement.** If Bidder fails to execute the Contract or to submit the bonds, insurance certificates, and valid Certificates of Reported Compliance as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: _____
   Address: _____
   City/State/Zip: _____
   Phone: _____
   Fax: _____
   Email: _____

4. Duration and Waiver. If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 90 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

This Bid Bond is entered into and effective on _____, 20_____.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

END OF BID BOND

Appendix A

City of Santa Rosa Community Workforce Agreement
Contractor Agreement To Be Bound

The undersigned, as a Contractor or Subcontractor ("Contractor") for the Downtown Connectivity to Support Housing Density Project, City Contract No. C02456, (hereinafter the "Covered Project"), for and in consideration of the award to it of a contract to perform work on said Covered Project, and in further consideration of the mutual promises made in the "City of Santa Rosa Community Workforce Agreement" (hereinafter "Agreement"), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

(2) Agrees to be bound by the legally established local trust agreements as set forth in Article 17 of this Agreement.

(3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of the Agreement.

(5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

The obligation to be a party to and bound by the Agreement shall extend to all work for the Covered Project undertaken by the Contractor.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.:_____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person:_____

Address of Authorized Person: _____

State Public Works Registration Number: _____

Contract

This public works contract ("Contract") is entered into by and between the City of Santa Rosa ("City") and _____ ("Contractor"), for work on the Downtown Connectivity to Support Housing Density Project, City Contract No. C02456 ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20___, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following bid alternate(s) in the Contract: No alternates.

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all Contract Documents, including this Contract.

   2.1 Notice Inviting Bids;
   2.2 Instructions to Bidders;
   2.3 Addenda, if any;
   2.4 Bid Proposal and attachments thereto;
   2.5 Contract;
   2.6 Payment and Performance Bonds;
   2.7 General Conditions;
   2.8 Special Conditions;
   2.9 Project Plans and Specifications;
   2.10 Change Orders, if any;
   2.11 Notice of Award;
   2.12 Notice to Proceed;
   2.13 City Standards and City Specifications, as applicable;
   2.14 City's CWA, if applicable;
   2.15 Caltrans Standard Specifications (excluding Division I) and Caltrans Standard Plans, as applicable; and
   2.16 The following: No other documents.

3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor $_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 60 Working Days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of $3,500 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. **Labor Code Compliance.**

   7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

   7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

   7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed

effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

Transportation & Public Works
69 Stony Circle
Santa Rosa, CA 95404
707-543-3911
Attn: Danny Chen
DChen@srcity.org

Copy to: Sheila Edwards
sedwards@srcity.org

Contractor:

Name:_____
Address:_____
City/State/Zip:_____
Phone:_____
Attn:_____
Email:_____
Copy to:_____

12. General Provisions.

12.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

12.2 Third Party Beneficiaries. There are no intended third party beneficiaries to this Contract.

12.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Sonoma County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Sonoma County, California.

12.4 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.

12.6 Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

12.7 Iran Contracting Act. If the Contract Price exceeds $1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

12.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313 or as otherwise authorized by law.

12.9 Electronic Signatures. In accordance with Government Code § 16.5 and Civil Code § 1633.1 et seq., the parties agree that this Contract may be transmitted and executed electronically and that electronic signatures will have the same force and effect as the use of manual signatures.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/_____

_____
Name, Title

Date: _____

Approved as to form:

s/_____

_____
Name, Title

Date: _____

Attest:

s/_____

_____
Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/_____

Seal:

_____
Name, Title

Date: _____

Second Signature (See Section 12.8):

s/_____

_____
Name, Title

Date: _____

_____
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

The City of Santa Rosa ("City") and _____ ("Contractor") have entered into a Contract for Work on the Downtown Connectivity to Support Housing Density Project, City Contract No. C02456 ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than $_____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

   Attn: _____
   Address: _____
   City/State/Zip: _____
   Phone: _____
   Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Sonoma County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. Effective Date; Execution. This Bond is entered into and is effective on _____, 20__.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED BY CITY:

s/ _____ _____
Date

_____
Name, Title

END OF PAYMENT BOND

Performance Bond

The City of Santa Rosa ("City") and _____ ("Contractor") have entered into a Contract for Work on the Downtown Connectivity to Support Housing Density Project, City Contract No. C02456 ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than $_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.

3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.

4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.

5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

   5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

   5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or

   5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Sonoma County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20___.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED BY CITY:

s/ _____ _____
Date

_____
Name, Title

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Awarding Authority means the City Council or its authorized delegee(s) unless the Contract is awarded by the Water Department, in which case it means the Board of Public Utilities.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the City of Santa Rosa, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s).

City Specifications means the City’s Construction Specifications for Public Improvements, which may be accessed on the City’s website at https://www.srcity.org/2321/Design-Construction-Standards.

City Standards means the City’s Design and Construction Standards, which may be accessed on the City’s website at https://www.srcity.org/2321/Design-Construction-Standards.

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; a written demand by Contractor disputing a unilateral Change Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an

Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor (or **You**) means the individual, partnership, corporation, or joint venture that has signed the Contract with City to perform the Work.

CWA means the Community Workforce Agreement for the City.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means the City Engineer for the City of Santa Rosa and his or her authorized delegees.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Materials Lab means City's Materials Engineering Laboratory, which may perform quality assurance functions for a Project relating to asphalt and concrete, including inspection and/or testing of workmanship, materials, and the manner of construction.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Water Department means the City of Santa Rosa Water Department.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include the following holidays observed by the City:

(A) New Year's Day, January 1;
(B) Martin Luther King Jr. Birthday, the third Monday in January;
(C) President's Day, the third Monday in February;
(D) Cesar Chavez Day, March 31;
(E) Memorial Day, the last Monday in May;
(F) Juneteenth, June 19;
(G) Independence Day, July 4;
(H) Labor Day, the first Monday in September;
(I) Veterans Day, November 11;
(J) Thanksgiving Day, the fourth Thursday in November;
(K) The day after Thanksgiving Day; and
(L) Christmas Day, December 25.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 City.

(A) ***City Council.*** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) ***Engineer.*** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) ***Project Manager.*** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) ***Design Professional.*** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) ***General.*** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) ***Responsibility for the Work and Risk of Loss.*** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism, or theft, subject to the limitations of Laws, including Public Contract Code § 7105.

(C) ***Project Administration.*** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) ***On-Site Superintendent.*** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) ***Standards.*** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) ***Meetings.*** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend and participate in a pre-construction

conference, weekly Project progress meetings, and coordination meetings, as set forth herein.

(1) *Pre-Construction Conference.* City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed. Contractor must present City with the following information or documents at the conference, unless otherwise specified by City, for City's review and acceptance before the Work commences:

a. Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;

b. List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;

c. Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;

d. If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;

e. Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after City issues the Notice to Proceed or as otherwise specified by City;

f. Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;

g. Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;

h. Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;

i. Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;

j. If requested by City, Contractor's cash flow projections; and

k. Any other documents specified by City.

(2) *Progress Meetings.* Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must participate in weekly Project progress meetings scheduled with City.

(3) *Coordination Meetings.* If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) ***Construction Records.*** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) ***Responsible Party.*** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) ***Correction of Defects.*** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If requested by City in City's notice to correct, Contractor must submit a Work plan for correcting defective Work in advance of Contractor taking corrective action. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph also applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) ***Contractor's Records.*** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records, copies of the insurance policies and endorsements required by the Contract Documents, and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials, and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) ***Copies of Project Documents.*** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

(L) ***Quality Control.*** Contractor is responsible for developing, implementing, and maintaining a quality control plan that includes sampling, testing, and inspecting the Work to control material quality and to ensure that the Work satisfies the quality characteristics in the Contract Documents. Contractor must submit copies of the quality control plan to City, within two Working Days after the pre-construction conference, and make one copy available at each Worksite.

(1) *Records*. Contractor must prepare and maintain quality control records, including the names and qualifications of samplers, testers, and inspectors; testing laboratories' identification and certifications; testing equipment calibrations and certifications; inspection reports; sampling and testing records organized by date and type of material; test results with comparison of quality characteristic requirements; test results in relation to action and any suspension limits; and records of corrective actions and suspensions. Contractor will submit any quality control test data and test results to the Engineer within two Working Days following test completion. Contractor must immediately notify the Engineer of any noncompliant Work.

(2) *Quality Control Manager*. Unless otherwise specified in the Special Conditions or Specifications, before starting Work, Contractor will designate in writing, and provide complete contact information for, the quality control manager for the Project who will be responsible for receiving, reviewing, and approving all correspondence and submittals prior to submission to the City; signing and implementing Contractor's quality control plan; and maintaining quality control records. The quality control manager must either be an employee of Contractor, or a Subcontractor retained solely to provide quality control services for the Project. The quality control manager must not be employed or compensated by a Subcontractor who will provide other Work for the Project.

(3) *Test Modifications*. The following specific tests are modified as follows: For California Test 216 (Relative Compaction), a mechanical compactor (Ploog Engineering Co. Model M 100 or equal) with a 10-pound hammer and split compaction molds must be used in lieu of the specified manual compaction equipment. For California Test 231 (Nuclear Gage Determination of In-Place Density), in-place density and relative compaction may be determined on the basis of individual test sites in lieu of the area concept at the discretion of the Engineer.

2.3 Subcontractors.

(A) ***General.*** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business tax certificate before performing any Work.

(B) ***Contractual Obligations.*** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) ***Termination.*** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) ***Substitution of Subcontractor.*** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) ***Concurrent Work.*** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any City work forces or utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law,

Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any City work forces, utility company or agency, or another contractor or subcontractor.

(B) ***Coordination.*** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) ***General.*** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) ***Time and Manner of Submission.*** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project. Contractor must provide submittals in electronic format, unless otherwise specified by the Engineer.

(C) ***Required Contents.*** Each submittal must be uniquely numbered and include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s). Submittal resubmissions must include a revision designation.

(D) ***Required Corrections.*** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal. Except as required for corrections, Contractor will not make changes to a submittal upon resubmission. City reserves the right to reject a partial resubmission of a submittal.

(E) ***Effect of Review and Acceptance.*** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract

Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) ***Enforcement.*** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, Inspector, and Materials Lab.

(G) ***Excessive RFIs.*** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

2.7 Material List. Unless otherwise specified by City, Contractor must submit to the Engineer, at or before the pre-construction conference, a list of all materials proposed for use in the Work and any supporting documentation and samples required by the Contract Documents and source of supply. For a material listed on the "Engineer's List of Approved Items," located in the Sewer and Water sections of the City Standards, Contractor must provide the name of the manufacturer and model and part number for each material proposed for the Work, unless the item has been replaced for the Project, as specifically set forth in the Contract Documents. For all other materials, Contractor must provide the name of the manufacturer, model and part number, and supporting documentation and samples that will enable the Engineer to evaluate the material.

2.8 Access to Work. Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

2.9 Personnel. Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to

health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) ***Plans and Specifications.*** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on the Contractor. If Contractor proceeds with the related Work before obtaining the City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

(C) ***Figures and Dimensions.*** Figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) ***Measurements.*** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) ***Compliance with Laws.*** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

(A) Change Orders;
(B) Addenda;
(C) Contract;
(D) Notice to Proceed;
(E) Attachment B – Caltrans Contract Requirements (only if used);
(F) Special Conditions;
(G) General Conditions;
(H) Payment and Performance Bonds;
(I) Specifications;
(J) Plans;
(K) Notice of Award;
(L) Notice Inviting Bids;
(M) Attachment A – Caltrans Bidding Requirements (only if used);
(N) Instructions to Bidders;
(O) Community Workforce Agreement, if applicable;
(P) Contractor's Bid Proposal and attachments;
(Q) City Standards and City Specifications, as applicable; and
(R) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications, or Caltrans Standard Plans.

3.3 Caltrans Standard Specifications and Standard Plans. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments and revisions as of the date that Contractor's bid was submitted for this Project. Any reference to or incorporation of Caltrans' Standard Plans means the most current edition of Caltrans' Standard Plans, unless otherwise specified ("Caltrans Standard Plans"), including the most current amendments or revisions as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications:

(A) ***Limitations.*** The "Division I General Provisions" of the Caltrans Standard Specifications, i.e., Division I (sections 1 through 9), do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents. Unless otherwise specified in the Specifications, the remaining Divisions of the Caltrans Standard Specifications, i.e., Division II through Division XII, are applicable to the extent relevant to the Work and are subject to any modifications set forth in the Specifications. A specific reference in the Specifications to a section from the Caltrans Standard Specifications will not be construed as excluding other applicable sections from the Caltrans Standard Specifications.

(B) ***Conflicts or Inconsistencies.*** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) ***Meanings.*** Terms used in the Caltrans Standard Specifications are to be interpreted as follows:

(1) Any reference to the "Engineer" or "Director" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Specifications.

(3) Any reference to the "Department" or "State" is deemed to mean City.

(4) Any reference to "Laboratory" is deemed to mean the Materials Lab, or such other laboratory as may be authorized by the City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that the City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by the City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.

3.6 Conformed Copies. If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.

3.7 Ownership. No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) ***Surety.*** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If

Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) ***Supplemental Bonds for Increase in Contract Price*.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, fees and costs of litigation or arbitration, and fees and expenses incurred in enforcing this Section) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work. The required insurance must remain in full force and effect at all times during the period covered by the Contract through the date of City's acceptance of the Project, except as specified for commercial general liability insurance in subsection (A)(1), below, which requires a longer duration. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A-" or better and a financial size rating of "VII" or better. Each certificate of insurance must identify this Contract by the Project number and state: "The listed insurance policies include endorsements as required by contract." The City may, but has no obligation to, review insurance policies submitted by Contractor. The City's failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or the City's failure to identify any insurance deficiency will not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance in accordance with this Section. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance, or Contractor's failure to procure and maintain the required insurance, will not be construed to limit Contractor's liability under this Contract. The procurement of the required insurance will not be construed to fulfill Contractor's indemnification obligations under this Contract.

(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form with coverage at least as broad as ISO CG 00 01, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protective coverage, contractual liability, products liability, completed operations, and broad form property damage, with limits of at least $5,000,000 per occurrence and at least $5,000,000 general aggregate. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements. The products liability and completed operations coverage must continue for a period of three years following City's acceptance of the Project.

(2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least $3,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired, owned, and non-owned auto liability. Coverage must be at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1).

(3) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least $1,000,000 or as otherwise required by statute, per accident for bodily injury or disease. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance:* The pollution liability insurance policy must provide coverage of at least $1,000,000 per occurrence and $2,000,000 aggregate for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work. If the Work involves lead-based paint or asbestos identification and/or remediation, the pollution liability insurance policy must not contain lead-based paint or asbestos exclusions. If the Work involves mold identification, the pollution liability policy must not contain a mold exclusion and the definition of "pollution" in the policy must include microbial matter, including mold.

(5) *Builder's Risk Insurance:* The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City, without co-insurance provisions. Contractor must name City as loss payee.

(B) ***Notice.*** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days prior written notice to City, unless due to non-payment of premiums, in which case ten days prior written notice must be made to City.

(C) ***Waiver of Subrogation.*** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) ***Required Endorsements.*** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The City of Santa Rosa, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. Coverage for an Additional Insured will not be limited to the Additional Insured's vicarious liability. The additional insured endorsement must be provided using ISO forms at least as broad as CG 20 10 04 13 or 20 38 04 13 (ongoing operations) and CG 20 37 04 13 (completed operations), or equivalent form(s) approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss. This endorsement must be provided using ISO form CG 20 01 04 13 or an equivalent form approved by the City.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) ***Contractor's Responsibilities.*** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage. Contractor's insurance coverage applies to the full extent of the policies, and nothing contained herein will be construed to limit the application of such coverage.

(F) ***Deductibles and Self-Insured Retentions*.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of $10,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) ***Subcontractors.*** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor

has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) ***General.*** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) ***Authorization.*** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) ***Rate of Progress.*** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. Contractor will diligently prosecute the Work to minimize the public's exposure to construction activities. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. Contractor must provide the Engineer with a license for use of Contractor's scheduling software, unless otherwise specified by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) ***Baseline (As-Planned) Schedule.*** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must

include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) *Specialized Materials Ordering*. Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).
(2) *High Dollar or Long Duration Projects*. In addition to the requirements set forth above, if the Contract Price is $5,000,000 or more or if the Contract Time is 100 Working Days or more, Contractor's baseline (as-planned) schedule must include the following: the start and completion dates for submittal development, submittal review, milestones and constraints, equipment and plant setup, interfaces with outside entities, erection and removal of falsework and shoring, test periods, major traffic stage change, and final cleanup; logical links between time-scaled Work activities; controlling activities; at least 50 but no more than 500 activities, unless otherwise specified or authorized by the Engineer; alphanumeric activity identification and activity description system for labeling Work activities; identification code for each activity for responsibility, stage, Work shifts, location, and bid items; activity durations of at least one Working Day and no more than 20 Working Days for each activity, unless otherwise authorized by the Engineer; and float as the predecessor activity to Final Completion. Each activity description must indicate its associated scope or location of Work.

(B) ***City's Review of Schedules.*** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) ***Progress Schedules.*** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) *Float*. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to five percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to

comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) ***Recovery Schedule.*** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed or approved by City. If Contractor wants to perform non-critical Work activities that are out of sequence with the current City-accepted schedule, Contractor must notify and request approval from the Engineer in advance of performance of any such activities. Performance of any such Work must not impact the critical path Work activities. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) ***Posting.*** Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) ***Reservation of Rights.*** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, to facilitate City's use of its property, or to minimize the public's exposure to construction activities. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) ***Authorized Working Days and Times.*** Contractor is limited to working Monday through Friday, excluding holidays observed by City, with noise generating activities limited to 7:00 a.m. to 7:00 p.m. and vehicular traffic impacts limited to 8:30 a.m. to 4:30 p.m., except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) ***Notice of Delay.*** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) ***Excusable Delay.*** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, or diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or

suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) ***Weather Delays.*** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-accepted schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) ***Non-Excusable Delay.*** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, or diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) ***Compensable Delay.*** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to Weather Delay Days in excess of normal for a given month, as set forth in Section 5.3(C), is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) ***Recoverable Costs.*** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) ***Request for Extension of Contract Time or Recoverable Costs.*** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within 14 calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for

Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the Director or authorized delegee.

(A) ***Liquidated Damages.*** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) ***Milestones.*** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) ***Setoff.*** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) ***Other Remedies.*** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) ***City-Directed Changes.*** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) ***Disputes.*** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed

by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) ***Extra Work.*** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must notify the Engineer in writing, within one Working Day following the date the Contractor first encounters the circumstances giving rise to Contractor's contention that Extra Work is necessary. Contractor's written notice must specifically identify the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit, by no later than close of business on that same Working Day, a daily report of the Extra Work performed that day, signed by the City and Contractor, identifying the labor, materials, and equipment used in the Extra Work ("Extra Work Report"). The Engineer may make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. The Extra Work Report enables the parties to document and track the Extra Work, or Work that the Contractor contends is Extra Work. City's signature on the Extra Work Report is intended solely to document City's receipt of the Extra Work Report; it does not constitute any acknowledgement, acceptance, or approval of the Extra Work by City. To request compensation for Extra Work, Contractor must comply with the requirements in Section 6.2, below, including submission of the Extra Work Reports and a breakdown of the costs related to the Extra Work, together with copies of certified payroll, invoices, and other documentation substantiating the costs. Failure to submit the Extra Work Report by close of business on the same Working Day as the Extra Work is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) ***Minor Changes and RFIs.*** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) ***Remedy for Non-Compliance.*** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) ***Time for Submission.*** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 14 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the

Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) ***Required Contents.*** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) ***Required Documentation.*** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) ***Required Form.*** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) ***Certification.*** All Change Order requests must be signed by Contractor and must include the following certification:

> "The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) ***Unit Pricing.*** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) ***Lump Sum.*** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) ***Time and Materials.*** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work) will include allowed markup for overhead, profit, and other indirect costs,

calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15% (excluding bond or insurance premium markup):

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All actual direct labor, material, and equipment costs for Work performed by Subcontractors, plus markup on those costs not to exceed 10% of the cumulative total of those actual direct costs, regardless of the number of subcontract tiers; and

(5) Increased bond and insurance premium costs computed at 1.5% of the total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

6.6 Post-Bid Cost Increases. The City is not responsible for any post-bid cost increases that were foreseeable at the time of the bid based on generally available information (e.g., scheduled tariffs), or that arose due to Contractor's failure to timely procure materials or equipment.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Licenses, Certificates, and Taxes.

(A) ***Fees, Licenses, Certificates, and Permits.*** Contractor must obtain and pay for all fees, licenses, and certificates required to perform the Work, including a City business tax certificate. Contractor must obtain all permits required to perform the Work. Contractor is not responsible for the fees associated with obtaining permits unless otherwise specified in the Special Conditions or Specifications. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses and certificates required for the Work.

(B) ***Taxes.*** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities are set forth in this Article 7 and may also be included in the Specifications or Special Conditions.

(A) ***Utilities.*** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site and performance of the Work, including the piping, wiring, internet and Wi-Fi connections, and any related equipment necessary to maintain the temporary facilities. Contractor may obtain water from the City's water system or from a source other than City's water system, if approved in advance by the Engineer. Before obtaining water from the City's water system, Contractor must obtain a Water Use Permit from the Water Department and rent a hydrant or bridge meter. Contractor is responsible for the cost of all water and all related deposits, permits, and fees. Contractor is prohibited from operating gate valves or fire hydrants on the City's water system. The acquisition of water from the City's water system through un-metered hydrants or other facilities is a violation of Laws. Citations and fines may be levied for violation of these and other utility regulations and may be deducted from payment otherwise due Contractor.

(B) ***Removal and Repair.*** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours. Property owners, tenants, and businesses must have full access to their driveways during non-Work hours. The Engineer may, at any time, direct or approve of opening completed sections of surfacing, pavement, or structure roadway surface for public use.

(A) ***Offsite Acquisition.*** Unless otherwise provided by City, Contractor must acquire, use, and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) ***Offsite Staging Area and Field Office.*** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space and obtain a temporary use permit, in accordance with City Code § 20-52.040. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of

the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) ***Traffic Management.*** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, and pedestrian traffic.

(D) ***Railroad Property*****.** Sonoma-Marin Area Rail Transit ("SMART") maintains railroad property within the City. Contractor will not interfere with railroad operations or perform Work on or adjacent to railroad property unless Contractor has obtained an encroachment permit from SMART. Contractor is responsible for obtaining an encroachment permit from SMART if necessary for the Work or for Contractor's traffic control. Contractor will not be entitled to an extension of time or additional compensation to obtain the SMART permit. For any excavation on or affecting railroad property, Contractor must submit Work plans to the City and SMART, if requested by SMART, showing the system to be used to protect the railroad facilities. Contractor will prevent material, equipment, and debris from falling onto railroad property.

(E) ***Third Party Material Sourcing and Disposal.*** If Contractor intends to procure materials from or dispose of materials on any property owned by a third party, before procuring material or disposing of material, Contractor must provide City with a copy of the agreement between Contractor and the third party authorizing the use of the property and absolving the City from responsibility in connection with the property. Contractor must obtain authorization from the third party to start sourcing or disposing of material on the property. As a condition precedent to Final Completion, Contractor must submit a document to the City, signed by the third party property owner, stating that the Contractor complied with its agreement with the third party.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) ***General.*** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the

sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.
(6) All valves, hydrants, and other appurtenances of the City's water system that are the property of City and removed by Contractor in the performance of the Work must be delivered to City's Municipal Services Center (55 Stony Point Road) as a condition precedent to Final Completion, unless Contractor has obtained specific written approval from the Water Department to dispose of the items.

(B) ***Securing Project Site.*** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) ***Unforeseen Conditions.*** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) ***Support; Adjacent Properties.*** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) ***Notification of Property Damage.*** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project, including damage to City's water system. Contractor must immediately provide a written report to City of any such property damage in excess of $500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if

applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

(F) ***Damage to City's Water System.*** Contractor must promptly repair and remediate, at its sole expense, any damage caused by Contractor to the City's water system, in a manner satisfactory to the Water Department. This includes damage to property and facilities resulting from Contractor's failure to make a written request for a markout or starting Work without providing the Water Department a reasonable opportunity to mark facilities; Contractor's destruction of markouts; Contractor's failure to perform hand digging or probing for utilities near markouts; and Contractor's failure to use reasonable caution, regardless of whether markouts are present or clear. Reasonable caution includes any efforts to avoid damaging existing facilities, such as when excavating in the vicinity of water mains. All repairs must be witnessed, inspected, and approved by the Water Department prior to backfilling the excavation. If backfilling occurs prior to inspection and approval, City may require re-excavation by Contractor, at Contractor's sole expense. Acting in its sole discretion, City may elect to have the damage remedied otherwise, including by its own forces, and may deduct the cost thereof from payment otherwise due to Contractor. If City elects to remedy damage to the water system with its own forces, the cost thereof will be in accordance with the emergency repair rate schedule of the Water Department.

7.6 Materials and Equipment.

(A) ***General.*** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. All materials, equipment, and tools furnished or installed by Contractor must meet or exceed applicable Occupational Safety and Health Administration ("OSHA") standards. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for timely procurement of materials and equipment to avoid delay in Project completion and to avoid incurring additional costs due to known market volatility (e.g., scheduled tariffs). Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) ***City-Provided.*** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) ***Intellectual Property Rights.*** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Upon request,

Contractor must provide proof of any such authorization or license to City. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights.

(D) ***Equipment Labeling and Information.*** Contractor must label each piece of equipment, except hand tools, with the following information, at a clearly visible location on each piece of equipment using a stencil or stamp: an identifying number; and for compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight, or for meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity. Upon request, Contractor must submit the manufacturer's information that designates portable vehicle scale capacities.

(E) ***Measuring Devices.*** For proportioning materials, Contractor must use measuring devices, material plant controllers, and undersupports that comply with 4 CCR § 4000 et seq. and Business and Professions Code § 12001 et seq. Measuring devices must be tested and approved under California Test 109 in the Engineer's presence by any of the following: County Sealer of Weights and Measures; Scale Service Agency; or Official of the Division of Measurement Standards. The indicator over-travel must be at least one-third of the loading travel. The indicators must be enclosed against moisture and dust. Contractor must group the measuring system dials such that the smallest increment for each indicator can be read from the location at which proportioning is controlled.

7.7 Substitutions.

(A) ***"Or Equal."*** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) ***Request for Substitution.*** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval at least four weeks in advance of Contractor's proposed order date and sufficiently in advance of the time needed to avoid delay of the Work. A request for substitution must contain a description of any proposed changes to the Work required to accommodate the substitution and drawings and details showing all such changes.

(C) ***Substantiation.*** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) ***Burden of Proving Equality.*** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) ***Approval or Rejection.*** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or

service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) ***Contractor's Obligations.*** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) ***General.*** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Engineer at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. City may record, including by photograph or video, all materials, equipment, and workmanship used in the Work. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) ***Scheduling and Notification.*** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor will coordinate directly with the Engineer when scheduling inspections or tests, unless otherwise specified in the Special Conditions or Specifications. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor. Contractor will not coordinate directly with, or provide direction to, the Materials Lab.

(C) ***Responsibility for Costs.*** City will bear the initial cost of inspection and testing to be performed by independent consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Contractor has an independent duty to test and inspect its Work and perform quality control activities to ensure that the Work and the materials, products, and equipment incorporated into the Work comply with the Contract Documents. City is not responsible for any testing performed by Contractor or a third-party retained by Contractor. Contractor will submit its testing methodology to City for review and acceptance. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) ***Final Inspection.*** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided and properly maintained and serviced for all workers on the Project site, and located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) ***Air Emissions Control.*** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) ***Dust and Debris.*** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep wastewater out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from payment otherwise due to Contractor. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) ***Clean up.*** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) ***Disposal.*** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) ***Completion.*** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace, in accordance with City Standards, all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, gates, signs, landscaping, drainage ditches, irrigation systems, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Concrete surface treatment and score marks must match adjacent existing concrete improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) ***Non-Compliance.*** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) ***Submittal Requirements.*** The instructions and manuals, along with any required guarantees, must be delivered to City for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(B) ***Training.*** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) ***Duty to Update.*** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) ***Final Completion.*** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) ***General.*** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) ***Unidentified Utilities.*** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

(C) ***Alteration or Relocation of Utilities.*** If Contractor wishes to alter or relocate utilities for Contractor's convenience, and not due to a conflict that requires alteration or relocation, Contractor will be solely responsible for the time and cost required for such alteration or relocation, which may not proceed except as specified by the prior written authorization of the utility owner. Any damage to utilities or improvements caused by Contractor must be repaired by Contractor at its sole expense and to the full satisfaction of

the utility owner and Engineer. Contractor will not be entitled to an extension of the Contract Time in connection with any such Work.

7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein, including, but not limited to, the requirement to notify Underground Service Alert ("USA") of a proposed excavation and provide USA all relevant data relating to the excavation, at least two Working Days before starting any excavation Work.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) ***Duty to Notify.*** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) ***City Investigation.*** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) ***Disputes.*** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds $25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards or if the trench is expected to exceed 20 feet, the plan must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any.

Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project unless otherwise specified in the Special Conditions. All stakes or marks must be set by a California licensed land surveyor or a California registered civil engineer. All survey monuments that may be disturbed or destroyed during performance of the Work must be tied-out by Contractor prior to the start of Work. Contractor must also file a Pre-Construction Corner Record, prepared by a California licensed land surveyor, with the County of Sonoma Surveyor's Office, prior to the start of Work. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Contractor must replace any survey monuments that are disturbed, damaged, or destroyed during the Work and must file a Post-Construction Corner Record, prepared by a licensed land surveyor as required by law, with the County of Sonoma Surveyor's Office. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) ***Contractor's Obligations.*** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) ***Discovery; Cessation of Work.*** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) ***Stormwater Permit.*** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) ***Contractor's Obligations.*** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and

completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

(C) ***Pest Management.*** Contractor must comply with the City-Wide Integrated Pest Management ("IPM") Policy, Policy Number 000-74, which is available at https://www.srcity.org/DocumentCenter/View/41774/Integrated-Pest-Management-Policy-030524. Contractor will not use pesticides or herbicides in the Work without City's prior written approval. Contractor may submit a written request for use of pesticides or herbicides to the Engineer. Contractor's written request must include the location proposed for use, the proposed date and time of application, product specifications, and all other information required by the IPM policy. City reserves the right, in its sole discretion, to approve or reject the use of pesticides or herbicides, for any reason.

7.20 Noise Control. Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

7.21 Mined Materials. Pursuant to Public Contract Code § 20676, Contractor will not purchase any sand, gravel, or other minerals for the Work from an operation subject to the Surface Mining and Reclamation Act of 1975 (Public Resources Code § 2710 et seq.) unless Contractor certifies, under penalty of perjury, that the minerals are from a mining operation included on the AB 3098 List, which may be accessed online at: https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx.

7.22 Water Department Notification. If Contractor requires the services of the Water Department in connection with the Work, Contractor must request such services at least two Working Days in advance of the time the services are needed. If the requested services require Water Department forces for more than eight hours or an extensive number of City-provided parts, Contractor must request services at least seven calendar days in advance of the time the services are needed.

(A) ***Service Shut Down.*** Contractor must minimize disruption of utility service to the greatest extent practicable. Contractor must coordinate any shut down or disruption of utility service with the Engineer, Water Department, and affected utility customers. If it is necessary to shut down or disrupt utility service to any customer of the Water Department, Contractor must request the services of the Water Department an additional three Working Days in advance of the time such services are needed, for a total of five Working Days advance notification for a standard service request, to allow affected customers a minimum of three days' advance notice. If Contractor fails to keep field appointments, Contractor will be billed for scheduled Water Department crew standby time and for costs incurred by the Water Department for re-notification of customers.

(B) ***Water Department Scheduling.*** Water Department crews work a 9/80 schedule. This schedule may prohibit shutdowns for tie-ins on alternating Fridays. After-hours work or weekend work may be performed if authorized in advance by the Engineer. Requests by Contractor for after-hours or weekend work are to be avoided when possible. Contractor will be responsible for any overtime costs incurred by City for such work and the cost thereof may be deducted from payment otherwise due Contractor.

7.23 Public Safety and Traffic Control. Contractor must undertake all required and appropriate measures to ensure public safety during construction of the Project, in accordance with Laws, including, but not limited to, the Americans with Disabilities Act of

1990 (42 U.S.C. § 12101 et seq.). Contractor will ensure the safe passage of pedestrians around the Project site at all times. If Work is within a City-owned right-of-way, Contractor will ensure the safe passage of public traffic through the Project site at all times, consistent with the requirements of City Code Chapter 13-04. Contractor is solely responsible for the costs of all public safety and traffic control measures.

(A) ***Warning Devices.*** Contractor must furnish, install, and maintain, at its sole expense, all fences, barricades, signs, lights, and other devices necessary to prevent accidents, injuries, death, and property damage. All such devices must conform to the requirements of the current edition of the California Manual on Uniform Traffic Control Devices ("CA MUTCD") and the directions of the Engineer. Contractor's warning and safety devices will not obscure the visibility of or conflict with existing signs and traffic control devices. Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic, as directed by the Engineer.

(B) ***Flaggers.*** Contractor must also furnish, at Contractor's sole expense, trained flaggers as necessary to provide adequate warning to the public of construction conditions that may impact pedestrian or vehicular traffic.

(C) ***Project Signage.*** Unless otherwise specified in the Special Conditions, Contractor must install and maintain Project identification signs at each boundary of the Project site or as directed by the Engineer. Contractor must install the signs two weeks prior to the start of Work at the Project site, using sign panels furnished by City. To mount sign panels, Contractor must furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the Engineer. Upon completion of the Project, Contractor will remove Project identification signs, in a timely manner, and return the City-furnished sign panels to the City Corporation Yard at 55 Stony Point Road.

(D) ***Road Closure Signage.*** If the Work requires road closures, Contractor must furnish and install advance notice signs for road closures at each boundary of the Project site. Panel construction and lettering are subject to advance approval of the Engineer. Contractor must install the signs two weeks prior to the start of Work at the Project site. The signs must remain in place for the duration of the road closure and must be removed by Contractor when no longer necessary for the Work.

(E) ***Emergency Response Agencies.*** Contractor is responsible for notifying emergency response agencies operating in the jurisdiction of the Worksite(s) of obstructions to roads resulting from Contractor's Work.

(F) ***Additional Devices.*** City reserves the right to require additional warning or safety devices for the Project at the Contractor's sole expense, but no actions by City to add to or improve signage or any other public safety requirements will waive or limit Contractor's duties under the Contract Documents.

(G) ***Compliance.*** If Contractor fails or refuses to comply with the requirements of this Section, the Engineer may take immediate action to protect the public, including, but not limited to, furnishing the required safety measures at Contractor's expense or suspending the Work, in addition to all other remedies available to City. Any such remedial costs incurred by City may be deducted from payment otherwise due to Contractor as specified in Section 8.3, Adjustment of Payment Application. If there are insufficient Contract funds remaining to cover the remedial costs, City is entitled to recover the balance from Contractor or its performance bond surety.

Article 8 - Payment

8.1 Schedule of Values. Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) ***Measurements for Unit Price Work.*** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) ***Deleted or Reduced Work.*** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.2 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) ***Application for Payment.*** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) ***Payment of Undisputed Amounts.*** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may

deduct an amount based on the estimated cost to repair or replace. (See, e.g., Sections 7.5, 7.6, 7.9, and 7.12.)

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For fines, charges, or penalties assessed against the City due to Contractor's acts or omissions, including violations of Laws, City may withhold or deduct such amounts from payment otherwise due to Contractor.

(K) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's recordation of the Notice of Completion, subject to the terms of Public Contract Code § 7107.

(A) ***Substitution of Securities.*** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such

securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or back charges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by the Engineer or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) ***Withholding for Stop Notice.*** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) ***Joint Checks.*** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.7 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to

Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

8.8 Release of Claims. City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.

8.9 Warranty of Title. Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

9.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

(A) ***Eight Hour Day.*** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) ***Penalty.*** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

(C) ***Apprentices.*** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) ***Notices.*** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at http://www.dir.ca.gov/dlsr. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) ***Penalties.*** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to $200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each

worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) ***Federal Requirements.*** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) ***Contractor and Subcontractor Obligations***. Contractor and each Subcontractor must keep accurate payroll records, showing 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 employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement and Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) ***Enforcement.*** Contractor or Subcontractor has ten days in which to comply with the requirements of Labor Code § 1776 following receipt of a written notice requesting certified copies of payroll records pursuant to Labor Code § 1776. If Contractor or Subcontractor fails to comply within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 Labor Compliance. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) ***Reporting Requirements.*** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) ***Legal Compliance.*** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) ***Contractor's Obligations.*** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) ***Remedies.*** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) ***Contractor Obligations.*** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) ***Labeling.*** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies. In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

10.6 Confined Space Operations. If the Work requires a confined space entry, including, but not limited to, manhole or water storage tank entry, Contractor must obtain a confined space entry permit pursuant to Cal/OSHA regulations, as set forth in 8 CCR § 5156 et seq. For any confined space entry for construction operations regulated by 8 CCR § 1502, Contractor must comply with 8 CCR § 5158. For any other confined space operations, Contractor must comply with 8 CCR § 5157. With respect to entry to any City-maintained confined space, Contractor is responsible for obtaining any available information regarding hazards and operations for any City-maintained confined spaces, pursuant to 8 CCR § 5157. The City-maintained Confined Space Entry Manual is available for viewing at the Water Department or Transportation and Public Works Department office. Contractor must immediately notify the Engineer of any previously unidentified hazards confronted or created during confined space entry.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) ***Acceptance.*** The Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) ***Final Payment and Release of Retention.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete any of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) ***General.*** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) ***Warranty Period.*** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance pursuant to Section 11.1(C) (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. If the City accepts the Project as complete subject to exceptions for incomplete punch list item(s) and the Contractor thereafter completes the punch list item(s), the completed punch list item(s) will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon City's acceptance of the completed punch list item(s). Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) ***Warranty Documents.*** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) ***Subcontractors.*** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) ***Contractor's Obligations.*** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) ***City's Remedies.*** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) ***Emergency Repairs.*** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) ***Reimbursement.*** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) ***Non-Waiver.*** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) ***City's Responsibility.*** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) ***Limitations.*** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract

Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(B) ***Scope of Article.*** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(C) ***No Work Delay.*** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(D) ***Informal Resolution.*** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) ***Substantiation.*** The Claim must be submitted to City in writing by registered or certified mail with return receipt requested and clearly identified as a "Claim" submitted pursuant to this Article 12. The Claim must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) ***Claim Format and Content.*** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for <u>each</u> separate issue or Claim:

a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

c. A chronology of relevant events; and

d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 21 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 21 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 21 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. For a Claim subject to Public Contract Code § 20104 et seq., if City

determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) ***Duty to Update Estimated Amounts.*** If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) ***Non-Waiver.*** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand for an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) ***Schedule Meet and Confer.*** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) ***Location for Meet and Confer.*** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) ***Submission to Mediation.*** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) ***Mediation.*** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) ***Government Code Claims*.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 Tort Claims. This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 Arbitration. City does not consent to arbitration unless required by Laws. It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

12.8 Burden of Proof and Limitations. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.

12.9 Legal Proceedings. In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

12.10 Other Disputes. The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) ***Notice of Suspension.*** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) ***Resumption of Work.*** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) ***Failure to Comply.*** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) ***No Duty to Suspend.*** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) ***Default.*** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage;

Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; Contractor's failure to procure, maintain, or renew insurance coverage or provide notice of any modifications or reductions in insurance coverage; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) ***Notice of Default and Opportunity to Cure.*** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) ***Termination.*** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, or if the City determines that the default is not curable, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) ***Waiver.*** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) ***Compensation.*** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) ***Wrongful Termination.*** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination

including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) ***Compensation to Contractor.*** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) *Completed Work.* The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) *Demobilization.* Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) *Termination Markup.* Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) ***Disputes.*** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) ***General.*** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) ***Submittals.*** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) ***Close Out Requirements.*** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) ***Payment Upon Termination.*** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) ***Continuing Obligations.*** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

14.1 Assignment of Unfair Business Practice Claims. Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City 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. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.

14.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

14.3 Waiver. City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

14.4 Titles, Headings, and Groupings. The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

14.5 Statutory and Regulatory References. With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.

14.6 Survival. The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

Special Conditions

1. Insurance Requirements. The insurance requirements under Section 4.3 of the General Conditions are modified for this Contract, as set forth below. Except as expressly stated below, all other provisions in Section 4.3 are unchanged and remain in full force and effect.

1.1 Builder's Risk Insurance Waived. The builder's risk insurance policy requirement set forth in subsection 4.3(A)(5) of the General Conditions is hereby waived and does not apply to this Contract.

1.2 Professional Liability Insurance. Subsection 4.3(A) of the General Conditions is modified to add professional liability (errors and omissions) insurance. The professional liability insurance policy for professional services provided by Contractor must provide coverage of at least $1,000,000 per occurrence and at least $2,000,000 aggregate. The professional liability insurance must include the specific endorsements set forth in subsection 4.3(D) of the General Conditions.

1.3 Railroad Protective Liability Insurance. Subsection 4.3(A) of the General Conditions is modified to add railroad protective liability insurance. The railroad protective liability insurance policy must be issued in the name of the railroad owner(s), including Sonoma-Marin Area Rail Transit District ("SMART") and any other railroads operating on the right-of-way, and must provide coverage of at least $5,000,000 per occurrence for losses arising out of injury or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof, or as otherwise required by SMART. The railroad protective liability insurance must include the specific endorsements set forth in subsection 4.3(D) of the General Conditions and must comply with any additional insurance requirements imposed by SMART.

1.4 Additional Insured Endorsement. The endorsement required by subsection 4.3(D)(1) of the General Conditions is modified to add the following as a named "Additional Insured":
Sonoma-Marin Area Rail Transit District and its officers and employees.

2. Construction Manager Role and Authority. CONSOR Engineers, LLC is the Construction Manager for this Project. The Construction Manager will assist City in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervision and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing City with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to Contractor, or other services for the Project in accordance with the Construction Manager's contract with City.

2.1 Communications. Contractor must submit all notices and communications relating to the Work directly to the Construction Manager in writing, as follows:

Brian Fleck
Brian.fleck@consoreng.com

With a copy to the Engineer:
Danny Chen
DChen@srcity.org

2.2 On-Site Management and Communication Procedures. The Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of City, and will establish and implement coordination and communication procedures among City, the Design Professional, Contractor, and others.

2.3 Contract Administration Procedures. The Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals, written proposals for substitutions, payment applications, and maintenance of logs.

2.4 Pre-Construction Conference. Contractor will attend the pre-construction conference, during which the Construction Manager will review the Contract administration procedures and Project requirements.

2.5 Contractor's Construction Schedule. The Construction Manager will review Contractor's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.

3. Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds. Copies of any funding agreement between City and a funding agency will be made available upon request. The Contract is subject to all applicable provisions of 2 CFR Part 200, including the following:

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

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(D) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this Section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

(F) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the City or funding agency, the Contractor may request

the United States to enter into such litigation to protect the interests of the United States.

3.2 **Davis-Bacon Act.** Contractor must comply with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) and the requirements of 29 CFR Part 5 as may be applicable, including the provisions in 29 CFR § 5.5(a), which are attached hereto and incorporated herein by reference. Contractor will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Contract, Contractor accepts the attached Wage Determination. Contractor and Subcontractors must insert the requirements in 29 CFR § 5.5(a) in full into subcontracts of any tier.

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

3.4 **Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements in Article 9 of the General Conditions, Contractor and each Subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act ("CWHSSA"), as set forth in 40 U.S.C. §§ 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, including 29 CFR § 5.5(b), as may be amended from time to time, which are fully incorporated herein, including:

(A) ***Overtime Requirements.*** No Contractor or Subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics will require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(B) ***Violation; Liability for Unpaid Wages; Liquidated Damages.*** In the event of any violation of the clause set forth in (A), above, the Contractor and any Subcontractor responsible therefor will be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Contractor and Subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in (A) of this Section, in the sum of $32 (or as otherwise set forth in 29 CFR § 5.5(b)) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in (A) of this Section.

(C) ***Withholding for Unpaid Wages and Liquidated Damages.***

(1) *Withhold Process.* The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Contractor or any Subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, any other Federal contract with the same Contractor, or any other federally assisted contract subject to the CWHSSA that is held by the same Contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the Contractor under this Contract, any other Federal contract with the same Contractor, or any other federally assisted contract that is subject to the CWHSSA and is held by the same Contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(2) *Priority to Withheld Funds.* The Department of Labor has priority to funds withheld or to be withheld in accordance with 29 CFR § 5.5(a)(2)(i) or 29 CFR § 5.5(b)(3)(i), or both, over claims to those funds by: (a) a contractor's sureties, including without limitation performance bond sureties and payment bond sureties; (b) a contracting agency for its re-procurement costs; (c) a trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (d) a contractor's assignee(s); (e) a contractor's successor(s); or (f) a claim asserted under the Prompt Payment Act (31 U.S.C. §§ 3901–3907).

(D) ***Subcontracts.*** Contractor and Subcontractors must insert in any subcontracts the clauses set forth in this Section and a clause requiring Subcontractors to include these clauses in any lower tier subcontracts. Contractor is responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in this Section. In the event of any violations of these clauses, the Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier Subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(E) ***Anti-Retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(1) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing regulations in 29 CFR Part 5;

(2) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of

themselves or others any right or protection under CWHSSA or 29 CFR Part 5;

(3) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR Part 5; or

(4) Informing any other person about their rights under CWHSSA or 29 CFR Part 5.

(F) ***CWHSSA Required Records.*** To the extent that the Contract is subject only to the CWHSSA and not to any of the other Laws referenced in 29 CFR § 5.1, Contractor and its Subcontractors must maintain regular payrolls and other basic records during the course of the Work and must preserve them for a period of three years after all the Work on the Contract is completed for all laborers and mechanics, including guards and watchpersons, working on the Contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of Work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. The records must be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview workers during working hours on the job.

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

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

3.7 Federal Water Pollution Control Act. If the Contract is for an amount in excess of $150,000, Contractor and each Subcontractor must comply with the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental

Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of $150,000.

3.8 **Suspension and Debarment.** This Contract is a covered transaction for purposes of 2 CFR Part 180 and the federal funding agency-specific regulations implementing 2 CFR Part 180. Contractor is required to verify that none of its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Contractor must comply with 2 CFR Part 180, subpart C and the federal funding agency-specific regulations, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Contractor did not comply with the applicable subparts, in addition to remedies available to City, the federal government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Contract, Contractor agrees to comply with these requirements.

3.9 **Byrd Anti-Lobbying Amendment.** If the Contract is for an amount in excess of $100,000, Contractor must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification required by the applicable federal funding agency-specific regulations, and any disclosures, with the City. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient who in turn will forward the disclosure(s) to the federal awarding agency.

3.10 **Procurement of Recovered Materials**. The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of $10,000 or more, Contractor will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3.11 **Prohibition on Covered Telecommunications.** Federal loan or grant funds must not be obligated or expended to procure or obtain covered telecommunications equipment or services, extend or renew a contract to procure or obtain covered telecommunications equipment or services, or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services, as further specified in 2 CFR § 200.216, which is fully incorporated into the Contract Documents by this reference. "Covered telecommunications equipment or services" means any of the following: telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor will include this provision in all subcontracts or purchase orders in connection with the Work.

3.12 Domestic Preferences for Procurements. The City should, to the greatest extent practicable and consistent with Laws, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Contract Documents by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for Work or products under the federal award.

3.12 Disadvantaged Business Entity Requirements. This Contract is subject to the requirements of the Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications, Interim Final Rule, 49 CFR Parts 23 and 26. Pursuant to the requirements of the Interim Final Rule, the Disadvantaged Business Entity ("DBE") goal for this Contract is zero percent (0%). The City reserves the right to issue a change order altering the DBE goal or requirements if directed by the California Department of Transportation or the Federal Department of Transportation. <*Consult the federal funding agency and CAO for current requirements prior to including in the Contract*>

4. Caltrans Oversight. This Project is subject to oversight by the California Department of Transportation ("Caltrans"). Contractor must comply with the following:

4.1 Project Safety Reviews. Contractor must designate a safety representative for the Project, who is responsible for performing and documenting Project safety reviews with the Engineer. Contractor must perform and document Project safety reviews as follows: at least three Working Days before the start of Work at the Project site; every other week after the start of Work at the Project site; after any incident at the Project site that results in injury, illness, or fatality; and as a condition precedent to Final Completion. Contractor is responsible for submitting Project safety review documentation to the Engineer and correcting deficiencies within three Working Days following completion of a safety review, or sooner if directed by the Engineer.

4.2 Hazard Analyses. Contractor must prepare and submit to the Engineer a job hazard analysis for each Work activity to be performed at the Project site as required by 8 CCR § 3203(a)(4) and 1511(b). Each job hazard analysis must describe the Work activity and identify existing and predictable hazards

associated with the Work activity and hazard control measures, preventative actions, or corrective actions to be taken for the Work activity. Contractor must submit each job hazard analysis at least five Working Days before the start of the Work activity. Contractor must submit a revised job hazard analysis when a change in equipment or methods results in a change to the hazards previously identified by Contractor in its initial hazard analysis for the Work activity. Any such revised hazard analysis must be submitted within one Working Day of the change. Contractor will address job hazard analyses for active Work activities and Work activities planned to start within five Working Days during Project safety reviews.

4.3 **Areas for Use.** Contractor will not occupy the highway unless necessary to perform Work. Contractor will indemnify, defend, and hold harmless the State of California, as set forth in section 7-1.05 of the Caltrans Standard Specifications. Temporary residences are not allowed within the highway.

4.4 **Equipment Load.** Contractor must comply with the load limits and requirements set forth in Section 5-1.37B(1) and Section 5-1.37B(2) of the Caltrans Specifications.

4.5 **Submittals.** In addition to the submittal requirements set forth in the General Conditions, each submittal must include the District-County-Route-Post Mile and the structure name and number, if any.

4.6 **Caltrans Contract Requirements.** This Project is funded in whole or in part by federal funds administered under Caltrans' Local Assistance Procedures Manual ("LAPM"). LAPM contract requirements are provided in Attachment B - Caltrans Contract Requirements. Contractor must comply with the requirements set forth in Attachment B. For federally-funded projects, the definition of "Working Day," as set forth in Article 1 of the General Conditions, excludes federal holidays.

5. **Close Out Requirements.** Contractor's close out requirements include the following, if applicable:

5.1 Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.

5.2 Before removing any traffic control or street signs on the Project site, Contractor must take photographs showing their original locations. Upon completion of each phase of construction, Contractor must temporarily reset the signs at those locations. Contractor must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Bid Proposal.

6. **Increases or Decreases in Unit Price Work.** If the actual quantity for a bid item is increased or decreased by more than 25% of the estimated quantity on the Bid Schedule, the City may, but is not obligated to, adjust the unit price as set forth in this Section. The Engineer will determine whether a given increase or decrease in a quantity exceeds 25%, and the Engineer's determination is final. No adjustment in unit pricing will be made until after all Work involving that bid item is completed, and the final quantity has been determined by the Engineer.

6.1 **Increase.** For quantity increases of more than 25%, the unit price may be adjusted based on the difference between the unit price and the actual unit cost for the additional quantity. The Engineer's determination will not include fixed costs or markup for overhead, profit, or other indirect costs. For purposes of this Section, "fixed costs" means the Contractor's direct costs for labor, material, or equipment to perform or supply the bid item, which costs remain constant regardless of the item quantity.

6.2 **Decrease.** For quantity decreases of more than 25%, the unit price may be adjusted based on the difference between the unit price and the actual unit cost, inclusive of the item's fixed costs. Except as provided herein, Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced, as set forth in Section 8.1(B) of the General Conditions.

END OF SPECIAL CONDITIONS

Attachment A – Caltrans Bidding Requirements

"General Decision Number: CA20260007 05/18/2026

State: California

Construction Types: Building, Heavy and Highway

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

Building Construction Projects (excluding Amador County only)
Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)
Heavy Construction Projects (excludes water well drilling)
Highway Construction Projects

Modification Number	Publication Date
3	01/23/2026
4	05/18/2026

ASBE0016-001 01/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS (AREA 2)	$ 64.56	25.07
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS (AREA 1)	$ 84.76	25.07

ASBE0016-007 05/01/2025

	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 2)	$ 44.73	12.75

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).....$ 35.31 12.75

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER: (2) REMAINING COUNTIES	$ 45.60	38.99
BOILERMAKER: (1) MARIN & SOLANO COUNTIES	$ 49.62	41.27

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 42.06	19.80

BRCA0003-004 05/01/2024

	Rates	Fringes
BRICKLAYER (AREA 2)	$ 57.02	28.50
BRICKLAYER (AREA 1)	$ 52.76	25.01

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 60.58	29.79
TERRAZZO FINISHER	$ 44.93	20.98

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE LAYER AREA 4: SONOMA	$ 56.79	22.54
TILE LAYER AREA 3: MARIN, NAPA, SOLANO, SISKIYOU	$ 59.92	22.62
TILE LAYER AREA 2: ALPINE, AMADOR	$ 55.17	22.52
TILE LAYER AREA 1: BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHEMA, YOLO, YUBA	$ 55.55	21.08
TILE FINISHER AREA 2: ALPINE, AMADOR	$ 34.76	19.22
TILE FINISHER AREA 4: SONOMA	$ 35.78	19.23
TILE FINISHER AREA 3: MARIN, NAPA, SOLANO, SISKIYOU	$ 37.75	19.28
TILE FINISHER AREA 1: BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHEMA, YOLO, YUBA	$ 35.00	17.44

BRCA0003-014 08/01/2024

	Rates	Fringes
MARBLE MASON	$ 61.72	30.31

CARP0034-001 07/01/2021

	Rates	Fringes
DIVER: MANIFOLD OPERATOR (STANDBY) 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	$ 59.51	34.69
DIVER: MANIFOLD OPERATOR (MIXED GAS) 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.....$ 64.51 34.69
DIVER: DIVER WET 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 $1.00 PER FOOT. WORK
IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES
WORKING IN ANY COMBINATION OF CLASSIFICATIONS
WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN
A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE
HIGHEST RATE FOR THAT SHIFT.....$ 103.62 34.69
DIVER: DIVER TENDER 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 $1.00 PER FOOT. WORK
IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES
WORKING IN ANY COMBINATION OF CLASSIFICATIONS
WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN
A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE
HIGHEST RATE FOR THAT SHIFT.....$ 59.51 34.69
DIVER: DIVER STANDBY 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 $1.00 PER FOOT.   WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....$ 60.51 34.69
DIVER: ASSISTANT TENDER, ROV TENDER/TECHNICIAN
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 $1.00 PER FOOT.   WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....$ 54.10 34.69

CARP0034-003 07/01/2021

	Rates	Fringes
PILEDRIVER.....$	54.10	34.69

CARP0035-001 08/01/2020

	Rates	Fringes

DRYWALL STOCKER/SCRAPPER: (AREA 4).....$ 22.97 18.22
DRYWALL STOCKER/SCRAPPER: (AREA 3).....$ 23.64 18.22
DRYWALL STOCKER/SCRAPPER: (AREA 1).....$ 26.33 18.22
DRYWALL INSTALLERS/LATHERS:: (AREA 4).....$ 45.92 31.26
DRYWALL INSTALLERS/LATHERS:: (AREA 3).....$ 47.27 31.26
DRYWALL INSTALLERS/LATHERS:: (AREA 1).....$ 52.65 31.26

CARP0035-009 07/01/2020

	Rates	Fringes
CARPENTER: MILLWRIGHT MARIN COUNTY.....	$ 52.75	32.41
CARPENTER: JOURNEYMAN CARPENTER MARIN COUNTY.....	$ 52.65	30.82
CARPENTER: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER MARIN COUNTY.....	$ 52.80	30.82
CARPENTER: BRIDGE BUILDER/HIGHWAY CARPENTER MARIN COUNTY.....	$ 52.65	30.82

CARP0035-010 07/01/2020

	Rates	Fringes
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3.....	$ 31.38	23.03
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2.....	$ 32.71	23.03
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1.....	$ 36.43	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3.	$ 27.96	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2.	$ 29.08	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1.	$ 32.21	23.03
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3.....	$ 25.16	22.53
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2.....	$ 26.11	22.53
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1.....	$ 28.76	22.53

CARP0046-001 07/01/2023

	Rates	Fringes
CARPENTERS: MILLWRIGHT EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE.....	$ 57.01	35.11
CARPENTERS: JOURNEYMAN CARPENTER EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY		

LIMITS OF PLACERVILLE.....$ 54.51 33.52
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE.....$ 54.66 33.52
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE.....$ 60.39 33.52

CARP0046-002 07/01/2023

	Rates	Fringes
CARPENTERS: MILLWRIGHT ALPINE, COLUSA, EL DORADO (EAST), NEVADA, PLACER (EAST), SIERRA, SUTTER AND YUBA COUNTIES	$ 55.66	35.11
CARPENTERS: JOURNEYMAN CARPENTER ALPINE, COLUSA, EL DORADO (EAST), NEVADA, PLACER (EAST), SIERRA, SUTTER AND YUBA COUNTIES	$ 53.16	33.52
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER ALPINE, COLUSA, EL DORADO (EAST), NEVADA, PLACER (EAST), SIERRA, SUTTER AND YUBA COUNTIES	$ 53.31	33.52
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER ALPINE, COLUSA, EL DORADO (EAST), NEVADA, PLACER (EAST), SIERRA, SUTTER AND YUBA COUNTIES	$ 60.39	33.52

CARP0152-003 07/01/2020

	Rates	Fringes
CARPENTERS: MILLWRIGHT AMADOR COUNTY	$ 47.92	32.41
CARPENTERS: JOURNEYMAN CARPENTER AMADOR COUNTY	$ 45.42	30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER AMADOR COUNTY	$ 45.57	30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER AMADOR COUNTY	$ 52.65	30.82

CARP0180-001 07/01/2021

	Rates	Fringes

CARPENTERS: MILLWRIGHT SOLANO COUNTY.....$ 54.95 33.08
CARPENTERS: JOURNEYMAN CARPENTER SOLANO COUNTY....$ 54.85 31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER
SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING
ERECTOR, SAW FILER SOLANO COUNTY.....$ 55.00 31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER
SOLANO COUNTY.....$ 54.85 31.49

CARP0751-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT NAPA AND SONOMA COUNTIES...	$ 54.95	33.08
CARPENTERS: JOURNEYMAN CARPENTER NAPA AND SONOMA COUNTIES.....	$ 54.85	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER NAPA AND SONOMA COUNTIES.....	$ 55.00	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER NAPA AND SONOMA COUNTIES.....	$ 54.85	31.49

CARP1599-001 07/01/2020

	Rates	Fringes
CARPENTERS: MILLWRIGHT BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA AND TRINITY COUNTIES.....	$ 47.92	32.41
CARPENTERS: JOURNEYMAN CARPENTER BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA AND TRINITY COUNTIES.....	$ 45.42	30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA AND TRINITY COUNTIES.....	$ 45.57	30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA AND TRINITY COUNTIES.....	$ 52.65	30.82

ELEC0180-001 06/01/2025

	Rates	Fringes
ELECTRICIAN NAPA AND SOLANO COUNTIES.....	$ 61.56	31.13
CABLE SPLICER NAPA AND SOLANO COUNTIES.....	$ 69.26	31.36

ELEC0180-003 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN NAPA AND SOLANO COUNTIES SCOPE OF WORK INCLUDES- SOUND & VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL,		

TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE. EXCLUDES- EXCLUDES ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDES INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDES ENERGY MANAGEMENT SYSTEMS.....$ 61.04 31.08

SOUND & COMMUNICATIONS: INSTALLER NAPA AND SOLANO COUNTIES SCOPE OF WORK INCLUDES- SOUND & VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL, TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE. EXCLUDES- EXCLUDES ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDES INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDES ENERGY MANAGEMENT SYSTEMS.....$ 53.08 30.84

ELEC0340-002 03/01/2025

	Rates	Fringes

COMMUNICATIONS SYSTEM: SOUND & COMMUNICATIONS TECHNICIAN ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES 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.....$ 46.00 25.68

COMMUNICATIONS SYSTEM: SOUND & COMMUNICATIONS INSTALLER ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES 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.....$ 40.00 25.50

ELEC0340-003 08/01/2025

	Rates	Fringes
ELECTRICIAN (REMAINING AREA) ALPINE (WEST OF SIERRA MT. WATERSHED), AMADOR, BUTTE, COLUSA, EL DORADO (WEST OF SIERRA MT. WATERSHED), GLENN, LASSEN, NEVADA (WEST OF SIERRA MT. WATERSHED), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (WEST OF SIERRA MT. WATERSHED), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES CABLE SPLICER: RECEIVES 110% OF THE ELECTRICIAN BASIC HOURLY RATE.....	$ 52.70	38.68

ELEC0401-005 01/01/2025

	Rates	Fringes
ELECTRICIAN ALPINE (EAST OF THE MAIN WATERSHED DIVIDE), EL DORADO (EAST OF THE MAIN WATERSHED DIVIDE), NEVADA (EAST OF THE MAIN WATERSHED), PLACER (EAST OF THE MAIN WATERSHED DIVIDE) AND SIERRA (EAST OF THE MAIN WATERSHED DIVIDE) COUNTIES.	$ 48.50	23.04

ELEC0551-004 06/01/2024

	Rates	Fringes
ELECTRICIAN MARIN AND SONOMA COUNTIES.....	$ 59.17	32.04

ELEC0551-005 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN MARIN & SONOMA COUNTIES SCOPE OF WORK INCLUDES- SOUND & VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL, TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE. EXCLUDES- EXCLUDES ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDES INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDES ENERGY MANAGEMENT SYSTEMS.....	$ 61.04	31.08
SOUND & COMMUNICATIONS: INSTALLER MARIN & SONOMA		

COUNTIES SCOPE OF WORK INCLUDES- SOUND & VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL, TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE. EXCLUDES- EXCLUDES ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDES INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDES ENERGY MANAGEMENT SYSTEMS.....$ 53.08 30.84

ELEC0659-006 01/01/2026

	Rates	Fringes
ELECTRICIAN MODOC AND SISKIYOU COUNTIES.....	$ 47.04	21.84

ELEC0659-008 02/01/2023

	Rates	Fringes
LINE CONSTRUCTION: (1) CABLE SPLICER DEL NORTE, MODOC & SISKIYOU COUNTIES.....	$ 67.80	25.20
LINE CONSTRUCTION: (2) LINEMAN, POLE SPRAYER, HEAVY LINE EQUIPMENT MAN DEL NORTE, MODOC & SISKIYOU COUNTIES.....	$ 60.54	24.87

ELEC1245-004 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION: (3) GROUNDMAN ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU 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.....	$ 40.76	21.76
LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE EQUIPMENT ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU 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.....	$ 53.30	22.26

LINE CONSTRUCTION (1) LINEMAN; CABLE SPLICER
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 ALL COUNTIES EXCEPT DEL NORTE, MODOC
& SISKIYOU.....$ 70.16 24.71

ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC 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.....	$ 84.05	38.44

ENGI0003-008 08/01/2024

	Rates	Fringes
DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (4) BARGEMAN; DECKHAND; FIREMAN; LEVEEHAND; OILER 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 REMAINGING 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: AL 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.....$ 53.23 39.55
DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
SUCTION DREDGING) AREA 2: (3) BOOSTER PUMP
OPERATOR; DECK ENGINEER; DECK MATE; DREDGE
TENDER; WINCH OPERATOR 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
REMAINGING 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: AL 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.....$ 56.53 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (2) DREDGE DOZER; HEAVY DUTY REPAIRMAN : 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 REMAINGING 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: AL 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.....$ 57.65 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (1) LEVERMAN 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 REMAINGING 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: AL 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.....$ 62.61 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (4) BARGEMAN; DECKHAND; FIREMAN; LEVEEHAND; OILER 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 REMAINGING 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: AL 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.....$ 51.23 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (3) BOOSTER PUMP OPERATOR; DECK ENGINEER; DECK MATE; DREDGE TENDER; WINCH OPERATOR 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 REMAINGING 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: AL 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.....$ 54.53 39.55
DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
SUCTION DREDGING) AREA 1: (1) LEVERMAN 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 REMAINGING 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: AL 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.....$ 60.61 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (2) DREDGE DOZER; HEAVY DUTY REPAIRMAN 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 REMAINGING 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: AL 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.....$ 55.65 39.55

ENGI0003-019 06/30/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 3 (AREA 2)	$ 49.64	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 3 (AREA 1)	$ 47.64	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 2 (AREA 2)	$ 54.25	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 2 (AREA 1)	$ 52.25	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 1 (AREA 2)	$ 57.85	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 1 (AREA 1)	$ 55.85	28.56

ENGI0003-038 06/29/2020

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 6	$ 42.50	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 5	$ 44.73	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 4	$ 47.37	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Truck Crane Oiler)	$ 45.12	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Oiler)	$ 42.89	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Lifting devices)	$ 49.14	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Truck Crane Oiler)	$ 45.41	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Oiler)	$ 43.11	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Lifting devices)	$ 50.82	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Truck Crane Oiler)	$ 45.66	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Oiler)	$ 43.38	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Lifting devices)	$ 52.64	31.15
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 5)	$ 58.09	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 4)	$ 59.23	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 3)	$ 60.37	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 2)	$ 61.70	32.53

OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 1-A).....$ 65.43 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 1).....$ 62.96 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 5)...$ 58.19 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 4)...$ 59.33 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 3)...$ 60.47 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 2)...$ 61.80 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1-A).$ 65.53 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1)...$ 63.06 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 5.....$ 62.24 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 4.....$ 63.54 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 3.....$ 65.56 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 2.....$ 67.04 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 1.....$ 68.81 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 4.....$ 61.30 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 3 (Hydraulic).....$ 60.61 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 3 (Cranes).....$ 64.34 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 2.....$ 66.08 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 1.....$ 68.59 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8-A.....$ 55.49 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8.....$ 57.70 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 7.....$ 58.84 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 6.....$ 59.98 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 5.....$ 61.30 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 4.....$ 62.57 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 3.....$ 63.95 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 2.....$ 65.43 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 1.....$ 66.96 32.53

ENGI0003-038 06/30/2025

Rates Fringes

OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::

GROUP 6.....$ 42.50 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 5.....$ 44.73 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 4.....$ 47.37 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 3 (Truck Crane Oiler).....$ 45.12 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 3 (Oiler).....$ 42.89 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 3 (Lifting devices).....$ 49.14 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 2 (Truck Crane Oiler).....$ 45.41 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 2 (Oiler).....$ 43.11 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 2 (Lifting devices).....$ 50.82 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 1 (Truck Crane Oiler).....$ 45.66 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 1 (Oiler).....$ 43.38 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 1 (Lifting devices).....$ 52.64 31.15
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 5).....$ 58.09 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 4).....$ 59.23 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 3).....$ 60.37 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 2).....$ 61.70 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 1-A).....$ 65.43 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 1).....$ 62.96 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 5)...$ 58.19 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 4)...$ 59.33 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 3)...$ 60.47 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 2)...$ 61.80 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1-A).$ 65.53 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1)...$ 63.06 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 5.....$ 62.24 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA

1:: GROUP 4.....$ 63.54 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 3.....$ 65.56 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 2.....$ 67.04 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 1.....$ 68.81 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 4.....$ 61.30 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 3 (Hydraulic).....$ 60.61 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 3 (Cranes).....$ 64.34 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 2.....$ 66.08 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 1.....$ 68.59 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8-A.....$ 55.49 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8.....$ 57.70 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 7.....$ 58.84 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 6.....$ 59.98 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 5.....$ 61.30 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 4.....$ 62.57 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 3.....$ 63.95 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 2.....$ 65.43 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 1.....$ 66.96 32.53

IRON0118-012 01/01/2025

	Rates	Fringes
IRONWORKER ALPINE, LASSEN, MODOC, SISKIYOU AND TRINITY COUNTIES	$ 43.75	34.45

IRON0118-013 01/01/2025

	Rates	Fringes
IRONWORKER AMADOR, BUTTE, COLUSA,EL DORADO, GLENN,MARIN, NAPA, NEVADA, PLACER,PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES	$ 50.70	35.15

LABO0067-003 07/01/2024

	Rates	Fringes
LABORER, ASBESTOS/MOLD/LEAD LABORER: REMAINING COUNTIES	$ 36.75	29.69
LABORER, ASBESTOS/MOLD/LEAD LABORER: MARIN AND NAPA COUNTIES	$ 37.75	29.69

LABO0067-005 01/01/2024

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II (Area B)	$ 34.06	27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II (Area A)	$ 35.06	27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I (Area B)	$ 36.56	27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I (Area A)	$ 37.56	27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (Area B)	$ 36.26	27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (Area A)	$ 37.26	27.32

LABO0185-002 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES	$ 36.29	25.55

LABO0185-005 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5: GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES)	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4: VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES)	$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: 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 (ALPINE, AMADOR, BUTTE,
COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA
COUNTIES).....$ 45.41 27.72
TUNNEL AND SHAFT LABORERS: GROUP 2: RODMEN; SHAFT
WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND
LEVEL) (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO,
GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS,
SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES).....$ 45.66 27.72
TUNNEL AND SHAFT LABORERS: GROUP 1: DIAMOND
DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN
 (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY,
YOLO AND YUBA COUNTIES).....$ 45.89 27.72

 LABO0185-006 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES)- (2) Establishment Warranty Period	$ 28.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES)- (1) New Construction	$ 35.25	27.30

LABORER, WRECKING - AREA B: GROUP 2: SEMI-SKILLED
WRECKER (SALVAGING OF OTHER BUILDING MATERIALS)
(ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY,
YOLO, YUBA COUNTIES) 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.....$ 35.35 27.30

LABORER, WRECKING - AREA B: GROUP 1- SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS AND MATERIALS) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES.....$ 35.50 27.30

LABORER, GUNITE - AREA B: GROUP 4: GUNITE LABORER (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. .....$ 35.25 27.30

LABORER, GUNITE - AREA B: GROUP 3: REBOUNDMAN (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. .....$ 35.37 27.30

LABORER, GUNITE - AREA B: GROUP 2: NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. .....$ 35.96 27.30

LABORER, GUNITE - AREA B: GROUP 1- GROUP 1: STRUCTURAL NOZZLEMAN 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. ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES.....$ 36.46 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: 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"". (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) 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. 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 shal receive $5.00 per day above Group 1 wage rates.
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. .....$ 28.94 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: 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) (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) 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. 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 shal receive $5.00 per day above Group 1 wage rates. 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.....$ 35.25 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: 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 (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) 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. 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 shal receive $5.00 per day above Group 1 wage rates.
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.....$ 35.35 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
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. (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) 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.) 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. 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 shal receive $5.00 per day above Group 1 wage rates.
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.....$ 36.05 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-C: BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) 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. 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 shal receive $5.00 per day above Group 1 wage rates. 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.....$ 35.55 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: 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 (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) 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 shal receive $5.00 per day above Group 1 wage rates. 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.....$ 35.72 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:

GROUP 1 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 BUCKER; 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-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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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. FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES.....$ 35.50 27.30

LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:): 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 ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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. FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$ 36.20 27.30

LABO0185-008 07/01/2023

	Rates	Fringes
PLASTERER TENDER WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL.....	$ 39.77	28.54

LABO0261-002 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. MARIN COUNTY.....	$ 35.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. MARIN COUNTY.....	$ 37.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (MARIN COUNTY).....	$ 37.26	27.30

LABO0261-004 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST MARIN COUNTY.....	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (MARIN COUNTY).....	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS,		

TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (MARIN COUNTY)......$ 44.96 27.72
TUNNEL AND SHAFT LABORERS: 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 (MARIN COUNTY).....$ 45.41 27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (MARIN COUNTY).....$ 45.66 27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (MARIN COUNTY).....$ 45.89 27.72

LABO0261-007 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK MARIN COUNTY.....$	37.54	25.55

LABO0261-010 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (MARIN COUNTY)- (2) Establishment Warranty Period.....$	29.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (MARIN COUNTY)- (1) New Construction.....$	36.25	27.30
LABORER, WRECKING - AREA A:: GROUP 1 (MARIN COUNTY).$	36.50	27.30
LABORER, WRECKING - AREA A: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$	36.35	27.30
LABORER, GUNITE - AREA A:: GROUP 1 (MARIN COUNTY)...$	37.46	27.30
LABORER, GUNITE - AREA A: GROUP 4 GUNITE LABORER (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,		

BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$ 36.25 27.30

LABORER, GUNITE - AREA A: GROUP 3 REBOUNDMAN (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$ 36.37 27.30

LABORER, GUNITE - AREA A: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..$ 36.96 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:: GROUP 1 (MARIN COUNTY).....$ 36.50 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: 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"". (MARIN COUNTY) 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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.....$ 29.94 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
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) (MARIN COUNTY) 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. 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 SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. 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.....$ 36.25 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
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 (MARIN COUNTY) 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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.....$ 36.35 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: 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. (MARIN COUNTY) 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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.....$ 37.05 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-C BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING(MARIN COUNTY) 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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.....$ 36.55 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: 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 (MARIN COUNTY) 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 SHAL RECEIVE $5.00

PER DAY ABOVE GROUP 1 WAGE RATES. 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.....$ 36.72 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: 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 MARIN COUNTY 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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. .....$ 37.20 27.30

LABO0324-004 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. NAPA, SOLANO, AND SONOMA, COUNTIES.	$ 34.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE.		

NAPA, SOLANO, AND SONOMA, COUNTIES.....$ 36.56 27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT
DRIVER, FLAG PERSON NAPA, SOLANO, AND SONOMA,
COUNTIES.....$ 36.26 27.30

LABO0324-008 06/26/2023

Rates Fringes

TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST
NAPA, SOLANO, AND SONOMA COUNTIES.....$ 46.41 27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW;
REBOUNDMAN; SWAMPER/ BRAKEMAN (NAPA, SOLANO, AND
SONOMA COUNTIES).....$ 44.42 27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR
OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS,
TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND
SPREADING, DUMPMEN (ANY METHOD) (NAPA, SOLANO, AND
SONOMA COUNTIES).....$ 44.96 27.72
TUNNEL AND SHAFT LABORERS: 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 (NAPA, SOLANO, AND SONOMA
COUNTIES).....$ 45.41 27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT
WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND
LEVEL) (NAPA, SOLANO, AND SONOMA COUNTIES).....$ 45.66 27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER;
GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (NAPA,
SOLANO, AND SONOMA COUNTIES).....$ 45.89 27.72

LABO0324-010 07/01/2023

Rates Fringes

LABORER: MASON TENDER-BRICK SOLANO AND SONOMA
COUNTIES.....$ 36.84 26.24

LABO0324-013 06/26/2023

Rates Fringes

LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA B: (NAPA, SOLANO, AND SONOMA COUNTIES)- (2) Establishment Warranty Period.....$ 28.94 27.30

LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (NAPA, SOLANO, AND SONOMA COUNTIES)- (1) New Construction.....$ 35.25 27.30

LABORER, WRECKING - AREA B:: GROUP 1 (NAPA, SOLANO, AND SONOMA COUNTIES).....$ 35.50 27.30

LABORER, WRECKING - AREA B: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$ 35.35 27.30

LABORER, GUNITE - AREA B:: GROUP 1 (NAPA, SOLANO, AND SONOMA COUNTIES).....$ 36.46 27.30

LABORER, GUNITE - AREA B: GROUP 4 GUNITE LABORER (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$ 35.25 27.30

LABORER, GUNITE - AREA B: GROUP 3 REBOUNDMAN (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$ 35.37 27.30

LABORER, GUNITE - AREA B: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. .....$ 35.96 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: 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"".
(NAPA, SOLANO, AND SONOMA COUNTIES)
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.
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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
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.....$ 28.94 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
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) (NAPA, SOLANO, AND SONOMA COUNTIES)
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.
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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

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.....$ 35.25 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: 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 (NAPA, SOLANO, AND SONOMA COUNTIES) 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

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.....$ 35.35 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE (NAPA, SOLANO, AND SONOMA COUNTIES) 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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.....$ 36.08 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: 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. (NAPA, SOLANO, AND SONOMA COUNTIES) 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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.....$ 36.05 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-C BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (NAPA, SOLANO, AND SONOMA COUNTIES) 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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.....$ 35.55 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
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 (NAPA, SOLANO, AND SONOMA COUNTIES) 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 SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. 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.....$ 35.72 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: 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 BUCKER; 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 (NAPA, SOLANO, AND SONOMA COUNTIES) 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. 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 SHAL RECEIVE $5.00 PER DAY ABOVE
GROUP 1 WAGE RATES.   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.....$ 35.50 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
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
NAPA, SOLANO, AND SONOMA COUNTIES   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.
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 SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
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.....$ 36.20 27.30

PAIN0016-004 01/01/2025

	Rates	Fringes
PAINTERS MARIN, NAPA, SOLANO & SONOMA COUNTIES		

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 - $6.00 PER HOUIR ADDITIONAL.....$ 53.38 28.04

PAIN0016-005 01/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER ALPINE, BUTTE, COLUSA, EL DORADO (WEST OF THE SIERRA NEVADA MOUNTAINS), GLENN, LASSEN (WEST OF HWY. 395, EXCLUDING HONEY LAKE); MARIN, MODOC, NAPA, NEVADA (WEST OF THE SIERRA NEVADA MOUNTAINS), PLACER (WEST OF THE SIERRA NEVADA MOUNTAINS), PLUMAS, SACRAMENTO, SHASTA, SIERRA (WEST OF THE SIERRA NEVADA MOUNTAINS), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES.....	$ 59.63	31.29

PAIN0016-007 01/01/2025

	Rates	Fringes
PAINTERS ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (WEST OF THE SIERRA NEVADA MOUNTAINS), GLENN, LASSEN (WEST OF HIGHWAY 395, EXCLUDING HONEY LAKE), MODOC, NEVADA (WEST OF THE SIERRA NEVADA MOUNTAINS), PLACER (WEST OF THE SIERRA NEVADA MOUNTAINS), PLUMAS, SACRAMENTO, SHASTA, SIERRA (WEST OF THE SIERRA NEVADA MOUNTAINS), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES 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.....	$ 43.45	22.80

PAIN0016-008 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER MARIN, NAPA, SOLANO AND SONOMA COUNTIES.....	$ 59.00	33.03

PAIN0169-004 01/01/2024

	Rates	Fringes
GLAZIER MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (WEST OF A LINE DEFINED AS FOLLOWS: HWY. 80 CORRIDOR BEGINNING AT THE CITY OF FAIRFIELD, INCLUDING TRAVIS AIR FORCE BASE AND SUISUN CITY; GOING NORTH OF MANAKAS CORNER RD., CONTINUE NORTH ON SUISUN VALLEY RD. TO THE NAPA COUNTY LINE; HWY. 80 CORRIDOR SOUTH ON GRIZZLY ISLAND RD. TO THE GRIZZLY ISLAND MANAGEMENT AREA).....	$ 56.22	34.00

PAIN0567-001 07/01/2025

	Rates	Fringes
PAINTERS: SPRAY PAINTER EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS) PREMIUMS: SPECIAL COATINGS (BRUSH), AND SANDBLASTING = $0.50/HR SPECIAL COATINGS (SPRAY), AND STEEPLEJACK = $1.00/HR SPECIAL COATING SPRAY STEEL = $1.25/HR SWING STAGE = $2.00/HR *A SPECIAL COATING IS A COATING THAT REQUIRES THE MIXING OF 2 OR MORE PRODUCTS.....	$ 41.43	16.16
PAINTERS: PAPERHANGER (EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS) PREMIUMS: SPECIAL COATINGS (BRUSH), AND SANDBLASTING = $0.50/HR SPECIAL COATINGS (SPRAY), AND STEEPLEJACK = $1.00/HR SPECIAL COATING SPRAY STEEL = $1.25/HR SWING STAGE = $2.00/HR *A SPECIAL COATING IS A COATING THAT REQUIRES THE MIXING OF 2 OR MORE PRODUCTS.....	$ 42.19	16.16
PAINTERS: BRUSH AND ROLLER EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS) PREMIUMS: SPECIAL COATINGS (BRUSH), AND SANDBLASTING = $0.50/HR SPECIAL COATINGS (SPRAY), AND STEEPLEJACK = $1.00/HR SPECIAL COATING SPRAY STEEL = $1.25/HR		

SWING STAGE = $2.00/HR *A SPECIAL COATING IS A
COATING THAT REQUIRES THE MIXING OF 2 OR MORE
PRODUCTS.....$ 39.43 16.16

PAIN0567-007 07/01/2022

	Rates	Fringes
SOFT FLOOR LAYER EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS) AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS))	$ 34.27	16.47

PAIN0567-010 07/01/2024

	Rates	Fringes
DRYWALL: (2) STEEPLEJACK - TAPER, OVER 40 FT WITH OPEN SPACE BELOW EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS)	$ 44.29	16.12
DRYWALL: (1) TAPER (EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS)	$ 42.79	16.12

PAIN0767-004 01/01/2024

	Rates	Fringes
GLAZIER ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (REMAINDER), SUTTER, TEHAMA, TRINITY, YOLO, YUBA	$ 43.25	35.62

PAIN1176-001 07/01/2022

	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMENT: GROUP 3 PROTECTIVE COATING, PAVEMENT SEALING	$ 35.11	17.62
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMENT: GROUP 1 STRIPER: LAYOUT AND		

APPLICATION OF PAINTED TRAFFIC STRIPES AND MARKING;
HOT THERMO PLASTIC; TAPE, TRAFFIC STRIPES AND
MARKINGS.....$ 40.83 17.62
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY
IMPROVEMEMT: GROUP 2 GAMECOURT & PLAYGROUND
INSTALLER.....$ 34.71 17.62

PAIN1237-001 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER ALPINE; COLUSA; EL DORADO (WEST OF THE SIERRA NEVADA MOUNTAINS); GLENN; LASSEN (WEST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); MODOC; NEVADA (WEST OF THE SIERRA NEVADA MOUNTAINS); PLACER (WEST OF THE SIERRA NEVADA MOUNTAINS); PLUMAS; SACRAMENTO; SHASTA; SIERRA (WEST OF THE SIERRA NEVADA MOUNTAINS); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES	$ 48.54	26.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER AREA 355: NAPA & SONOMA COUNTIES	$ 32.70	31.68
PLASTERER AREA 355: MARIN	$ 36.73	31.68
PLASTERER AREA 295: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHEMA, TRINITY, YOLO & YUBA COUNTIES	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-002 07/01/2025

	Rates	Fringes
PLUMBER, PLUMBER, STEAMFITTER, REFRIGERATION FITTER (MARIN AND SONOMA COUNTIES)	$ 91.00	49.40

PLUM0038-006 07/01/2025

	Rates	Fringes
LANDSCAPE/IRRIGATION FITTER: UNDERGROUND/UTILITY FITTER MARIN & SONOMA COUNTIES	$ 77.35	36.53

PLUM0228-001 01/01/2026

	Rates	Fringes
PLUMBER BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES	$ 52.75	41.39

PLUM0343-001 07/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER: ALL OTHER WORK NAPA AND SOLANO COUNTIES FOOTNOTES: WHILE FITTING GALVANIZED MATERIAL: $.75 PER HOUR ADDITIONAL. WORK FROM TRUSSES, TEMPORARY STAGING, UNGUARDED STRUCTURES 35' FROM THE GROUND OR WATER: $.75 PER HOUR ADDITIONAL. WORK FROM SWINGING SCAFFOLDS, BOATSWAINS CHAIRS OR SIMILAR DEVICES: $.75 PER HOUR ADDITIONAL	$ 71.60	38.38

PLUM0350-001 08/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER EL DORADO COUNTY (LAKE TAHOE AREA ONLY); NEVADA COUNTY (LAKE TAHOE AREA ONLY); AND PLACER COUNTY (LAKE TAHOE AREA ONLY)	$ 52.14	18.71

PLUM0355-001 07/01/2025

	Rates	Fringes
UNDERGROUND UTILITY WORKER: /LANDSCAPE FITTER ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES	$ 36.01	18.50

PLUM0442-003 01/01/2026

	Rates	Fringes
PLUMBER AMADOR (SOUTH OF SAN JOAQUIN RIVER) AND ALPINE COUNTIES	$ 58.45	38.74

PLUM0447-001 07/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER: LIGHT COMMERCIAL WORK AMADOR (NORTH OF SAN JOAQUIN RIVER), EL DORADO (EXCLUDING LAKE TAHOE AREA), NEVADA (EXCLUDING LAKE TAHOE AREA); PLACER (EXCLUDING LAKE TAHOE AREA), SACRAMENTO AND YOLO COUNTIES	$ 55.58	24.02
PLUMBER/PIPEFITTER: JOURNEYMAN AMADOR (NORTH OF SAN JOAQUIN RIVER), EL DORADO (EXCLUDING LAKE TAHOE AREA), NEVADA (EXCLUDING LAKE TAHOE AREA); PLACER		

(EXCLUDING LAKE TAHOE AREA), SACRAMENTO AND YOLO
COUNTIES.....$ 67.37 30.00

ROOF0081-006 08/01/2024

	Rates	Fringes
ROOFER MARIN, NAPA, SOLANO AND SONOMA COUNTIES....	$ 54.94	23.34

ROOF0081-007 08/01/2023

	Rates	Fringes
ROOFER ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES.....	$ 46.73	21.36

SFCA0483-003 01/01/2026

	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS) MARIN, NAPA, SOLANO AND SONOMA COUNTIES.....	$ 81.54	41.35

SFCA0669-003 01/01/2026

	Rates	Fringes
SPRINKLER FITTER (ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES).....	$ 52.06	29.86

SHEE0104-006 06/29/2020

	Rates	Fringes
SHEET METAL WORKER: MECHANICAL CONTRACTS $200,000 OR LESS MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES.....	$ 55.92	45.29
SHEET METAL WORKER: ALL OTHER WORK MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES.....	$ 64.06	46.83

SHEE0104-009 07/01/2021

	Rates	Fringes
SHEET METAL WORKER AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES.....	$ 47.85	41.90

SHEE0104-010 07/01/2020

	Rates	Fringes
SHEET METAL WORKER ALPINE COUNTY.....	$ 43.50	37.42

SHEE0104-011 07/01/2020

	Rates	Fringes
SHEET METAL WORKER: METAL DECKING AND SIDING ONLY BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES	$ 44.45	35.55

SHEE0104-014 07/01/2020

	Rates	Fringes
SHEET METAL WORKER: METAL DECKING AND SIDING ONLY (MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES)	$ 44.45	35.55

SHEE0104-019 07/01/2020

	Rates	Fringes
SHEET METAL WORKER: MECHANICAL JOBS OVER $200,000 BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES	$ 46.60	40.21
SHEET METAL WORKER: MECHANICAL JOBS $200,000 & UNDER BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES	$ 35.16	35.88

TEAM0094-001 07/01/2025

	Rates	Fringes
TRUCK DRIVERS: GROUP 5: DUMP TRUCKS, 65 YDS. AND OVER; HOLLAND HAULER; LOW BED HEAVY DUTY TRANSPORT OVER 7 AXLES 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	$ 44.56	34.28
TRUCK DRIVERS: GROUP 4: DUMP TRUCKS, OVER 25 YDS. AND UNDER 65 YDS.; WATER PULLS - DW 10'S, 20'S, 21'S AND OTHER SIMILAR EQUIPMENT WHEN PULLING AQUA/PAK OR WATER TANK TRAILERS; HELICOPTER PILOTS (WHEN TRANSPORTING MEN AND MATERIALS); LOWBEDK HEAVY DUTY TRANSPORT UP TO INCLUDING 7 AXLES; DW10'S, 20'S, 21'S AND OTHER SIMILAR CAT TYPE, TERRA COBRA, LETOURNEAU PULLS, TOURNOROCKER, EUCLID AND SIMILAR TYPE EQUIPMENT WHEN PULLING FUEL AND/OR		

GREASE TANK TRAILERS OR OTHER MISCELLANEOUS TRAILERS; VACUUM TRUCKS 7500 GALS AND OVER AND TRUCK REPAIRMAN 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.....$ 44.21 34.28

TRUCK DRIVERS: 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 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.....$ 43.86 34.28

TRUCK DRIVERS: 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 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.....$ 43.56   34.28
TRUCK DRIVERS: 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)
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.....$ 43.26   34.28

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION "

Attachment B – Caltrans Contract Requirements

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

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

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) 2
   A. Nondiscrimination Statement 3
   B. Contract Assurance 3
   ~~C. Prompt Progress Payment ..... 3~~
   C. Prompt Payment of Withheld Funds to Subcontractors 3
   ~~E. Termination and Replacement of DBE Subcontractors ..... 4~~
   ~~F. Commitment and Utilization ..... 6~~
   ~~G. Running Tally of Attainments ..... 7~~
   ~~H. Commercially Useful Function ..... 7~~
   ~~I. Use of Joint Checks ..... 8~~
2. BID OPENING 9
3. BID RIGGING 9
4. CONTRACT AWARD 9
5. CONTRACTOR LICENSE 9
6. CHANGED CONDITIONS 9
   A. Differing Site Conditions 9
   B. Suspensions of Work Ordered by the Engineer 9
   C. Significant Changes in the Character of Work 10
7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES 10
8. BUY AMERICA 10
9. QUALITY ASSURANCE 13
10. PROMPT PAYMENT 13
   A. From the Agency to the Contractors 13
   B. Submittal of Exhibit 9-P 13
11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS 14
12. FEMALE AND MINORITY GOALS 14
13. TITLE VI ASSURANCES 16
14. FEDERAL TRAINEE PROGRAM 20
15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES 21

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

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

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

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

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

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

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

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

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

A. Nondiscrimination Statement

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

B. Contract Assurance

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

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

~~C. Prompt Progress Payment~~

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

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

C. Prompt Payment of Withheld Funds to Subcontractors

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

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

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

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

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

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

~~**D. Termination and Replacement of DBE Subcontractors**~~

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

~~Termination of DBE Subcontractors~~

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

~~a. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~

~~b. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.~~

~~c. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.~~

~~d. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to~~

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

e. Listed DBE's work is unsatisfactory and not in compliance with the contract.

f. Listed DBE is ineligible to work on the project because of suspension or debarment.

g. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

h. Listed DBE voluntarily withdraws with written notice from the Contract

i. Listed DBE is ineligible to receive credit for the type of work required.

j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

k. The Agency determines other documented good cause.

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

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.

3. Submit Contractor's DBE termination request by written letter to the Agency and include:

- One or more above listed justifiable reasons along with supporting documentation.
- Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
- The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

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

Replacement of DBE Subcontractors

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:

a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.

b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Quote for bid item work and description of work to be performed
- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Subcontracting Request form
- Revised Exhibit 15-G: Construction Contract DBE Commitment

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

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

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

E. Commitment and Utilization

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

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

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

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

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

- Name and business address of each 1st tier subcontractor
- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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

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

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

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

F. Running Tally of Attainments

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

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

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

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

G. Commercially Useful Function

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Use of Joint Checks

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

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

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

~~needed to establish or increase a credit line with the material supplier~~

~~A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).~~

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

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

2. BID OPENING
The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING
The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD
If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

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

B. Suspensions of Work Ordered by the Engineer

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

an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

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

C. Significant Changes in the Character of Work

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

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

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

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

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days’ delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

[Include the Buy America provisions below when required by LAPM Chapter 12]

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

Buy America requirements do not apply to the following:

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

An article, materials, or supply to be permanently incorporated in the project should only be classified into one of the following categories:

1. Iron or steel products
2. Manufactured products

3. Construction materials
4. Excluded materials

Excluded materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Iron or Steel Products

All iron or steel products permanently incorporated into the project must be melted and manufactured in the United States except:

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

Iron or steel products are defined as articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

For a product to be considered to consist predominantly of iron or steel, or a combination of both means the cost of the iron or steel content of the product exceeds 50 percent of the total cost of all its components. The cost of iron or steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

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

[Delete the paragraph below if not applicable]

The following iron or steel products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Manufactured Products

All manufactured products permanently incorporated into the project must be manufactured in the United States.

Manufactured products are defined as articles, materials, or supplies that have been:

1. Processed into a specific form and shape; or
2. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

Manufacturer, in the case of manufactured products, means the entity that performs the final manufacturing process by bringing individual elements together that produces a manufactured product.

If an item is classified as an iron or steel product, a construction material, or an excluded material, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, construction materials, or excluded materials.

Iron or steel used in precast concrete manufactured products or Intelligent Transportation Systems (ITS) must meet the requirements of Iron or Steel Products regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section Iron or Steel Products if the cost of steel and iron components is 50 percent or more of the total cost of the manufactured product.

Furnish manufactured products to be permanently incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the manufacturing occurred and attest specifically to Buy America compliance.

[Delete the paragraph below if not applicable]

The following manufactured products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Construction Materials

Construction materials permanently incorporated into the project must be manufactured as defined in 2 CFR 184.6 in the United States.

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

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1 Polyvinylchloride
   2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

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

[Delete the paragraph below if not applicable]

The following construction materials have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Buy America Waiver for De Minimis Cost for Manufactured Products and Construction Materials

A De Minimis Cost Waiver can waive the application of FHWA's Buy America requirements for manufactured products and construction materials under a single project when the total value of non-compliant manufactured products and construction materials is no more that the lesser of $1,000,000 or 5 percent of the total applicable material costs for the project.

The percent threshold is calculated based on the following formula:

$X = NC / TA$

where:

X = percent threshold

NC = total value of non-compliant manufactured products and construction material

TA = total applicable project costs (iron or steel products, manufactured products, and construction materials; does not include excluded materials)

This threshold is based on the actual cost of the iron or steel products, manufactured products, and construction materials, not the anticipated cost of those materials. Compliant and non-compliant Agency Furnished Materials for the project must be accounted for in a De Minimis Cost Waiver Worksheet calculation, if provided by the Local Agency.

Provide copies of invoices for the actual costs of materials including transportation to the project site.

In applying a De Minimum Cost Waiver, total cost of non-compliant construction materials and manufactured products does not include the cost of any products subject to a separate Buy America waiver.

If De Minimis Cost Waiver Worksheet calculation for materials subject to Buy America is not submitted, the Local Agency may:

1. Withhold from the next progress payment
2. Reject your request for a De Minimis Costs waiver for non-compliant construction materials or manufactured products

9. QUALITY ASSURANCE

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

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

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

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

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

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

~~For projects awarded on or after September 1, 2023:~~

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

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

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

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA's website: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf]

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2

177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

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

13. TITLE VI ASSURANCES

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

APPENDIX A

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

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
    i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

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

APPENDIX C

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

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

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

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation

activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

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

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

APPENDIX D

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

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

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
[to be used when applicable]

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

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

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

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

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

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

Before starting work, the prime contractor shall submit to the City/County of_____ :

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

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

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

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

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S, Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor’s performance under this section.

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

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

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

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

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

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

and customers is sustained.

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

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

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

TECHNICAL SPECIFICATIONS

FOR

DOWNTOWN CONNECTIVITY TO SUPPORT HOUSING DENSITY

CONTRACT NO. C02456

7/16/2026

2026

10 GENERAL (GENERAL CONSTRUCTION)

10-1.00 Definitions of Amendments to Caltrans Standard Specifications:
Amendments are "In Addition" to the applicable Caltrans Standard Specification per the General Conditions except when the section reference is followed with one of the following:

> "**Replace With**" – The Caltrans Standard .Specification section or a paragraph of the section have been replaced with the Technical Specification language.
>
> "**Delete**" – The Caltrans Standard Specification section or a paragraph of the section have been removed from the Project.

10-1.01 General:
Technical Specifications use definitions per Standard Specifications 1-1.07 and Abbreviations Standard Specification section 1-1.06.

Equipment used shall follow Standard Specification 5-1.33 "Equipment".

The Engineer may order or consent to your request to open a completed section of surfacing, pavement, or structure roadway surface for public use.

Before Contract acceptance, submit a document signed by the owner of the material source or disposal site, as applicable, stating that the Contractor has complied with the Contractor-owner agreement.

Unless otherwise provided hereafter, when sections and subsections of the Standard Specifications are used or attention is directed to them within the technical specifications, such direction shall not be interpreted as excluding other applicable provisions within the correlating section the Standard Specifications.

10-1.02B Traffic Elements- Delete in its Entirety

10-1.02C(2) Irrigation Facilities- Delete in its Entirety

10-5 Dust Control:
Sweeping, commercial street sweeping, covering stockpiles, applying water, and/or dust palliative, to control dust even caused by public traffic is included in the bid and not change order work.

All dust-producing work and unpaved construction sites shall require a minimum watering in the middle and ending of each workday. The frequency of watering shall increase if dust is airborne. Watering shall not produce runoff.

You shall maintain dust control to the satisfaction of the Engineer, 7 days a week, 24 hours per day.

At the end of each workday, you shall thoroughly sweep all streets effected by the project to minimize airborne dust.

At the end of each work week, you shall sweep all streets in the work zone with a commercial street sweeping truck equipped with a rear pick up broom and water.

At the Engineer's discretion additional sweeping or watering may be required, including the use of a commercial street sweeping truck equipped with a rear pick up broom, at any time or place.

10-5.01 Payment:
Full compensation for conforming to the provisions of these specifications shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

10-7 Mobilization:
Mobilization includes all preparatory work and operations needed to begin construction. This includes, but is not limited to, furnishing labor, tools, incidentals, facilities, equipment, materials, and supplies to the project site, as well as any other tasks or costs that must be completed before starting work on the contract items.

10-7.01 Payment:
Mobilization shall be the contract **lump sum** price and **not exceed 3% of the total base bid,** which price shall include but not limited to conforming to the provisions of this specification and doing all work involved in mobilization necessary for initial mobilization of the Contractor's forces and equipment to the project site, including establishing facilities, coordinating with utility companies, securing permits, and related startup activities.

No additional payment will be made for, including but not limited to, the following:
- Remobilization due to suspension, sequencing, or other reasons.
- Mobilization of subcontractors occurring after the start of construction.
- Any subsequent mobilizations following the initial mobilization.
- Mobilization due to project phasing, subcontractor scheduling, mobilization of specialized equipment, or delays caused by weather, utilities, or third parties

Any such costs shall be considered included in the original lump sum payment for Mobilization.

Payment for Mobilization will be made once, upon substantial completion of initial mobilization and commencement of construction activities, as determined by the Engineer.

10-8 Public Notification:

You shall notify in writing all residents and business owners 2 weeks in advance of any construction work on their street or in front of their homes or businesses. The notice shall inform all recipients what type of work will be taking place, at what time, how long, and the potential impact it will have on them. The notice shall also contain a map of the work sequence detailing dates and times of each portion of roadway to be closed. A copy of the proposed notification and maps shall be submitted to the Engineer prior to distribution for review and approval.

Seventy-two (72) hours prior to work, you shall follow up the initial 2 week notification by placing door hangers at the residences and businesses with driveways or frontage on the affected streets, including each individual apartment in multi-dwelling units, stating what type of work is taking place, what time the work will begin, how long it will take, when, where, and how parking will be restricted with dates, road closures and/or detours, and the potential impacts it will have. Provide a map for any approved detour. The notice shall inform all recipients that access to their property is a priority for the Project and coordination on needs is benefitted from contacting the provided contact ahead of time. Provide contact information for the following personnel: Contractor's onsite Supervisor, Contractor's Project Manager and the City of Santa Rosa's onsite Inspector.

If loading or unloading of equipment and/or materials has the possibility to impact access to private property, the Contractor shall notify and coordinate this work with the specific business or resident.

If unanticipated work requires the Contractor to access private property the Contractor shall first notify the business or resident and the Engineer, and all work shall be coordinated through the Engineer or their representative.

All written notices to residents or businesses shall be submitted to the Engineer for approval prior to distribution. The Engineer shall be allowed two working days to review notices.

If the work is not completed on the day scheduled, you shall re-notify and re-post the affected streets as stated above. All notices or correspondence shall be approved by the Engineer.

See Section 12-4.02 "Closure Requirements" of these Special Provisions for additional requirements.

10-8.01 Payment: Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.9 City Project Permit Fees

All electrical service charges or fees that may be required by Pacific Gas and Electric Company shall be paid for by an appropriate City department.
Permits obtained at this time for the Project:

- 2026-ROE-013 Sonoma-Marin Area Rail Transit (SMART)
    - Requirements of the permit
        - A flagger will be needed during work
        - Traffic Control Plan
        - Certificate of Insurance/Letter of Insurance

All other required permits shall be obtained at the Contractor's expense.

12 TEMPORARY TRAFFIC CONTROL

12-1 General

12-1.01 General:
Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Contract Documents, the current Edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guideline (PROWAG), and as directed by the Engineer.

12-3 Temporary Traffic Control Devices

12-3.01 General:
Prior to commencing construction which will affect existing vehicular and pedestrian traffic, you shall submit for review by the Engineer, Traffic Control Plans on 11" x 17" sheets of paper which contain information specifically related to work zone vehicular and pedestrian traffic control. Traffic Control Plans shall be prepared, sealed, and signed by a Professional Engineer registered in the State of California. If you propose to use the current edition of the CA MUTCD published by Caltrans in lieu of a traffic control plan, in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used and how it will be applied for each work operation. Traffic Control Plans or proposals shall be submitted for review at least two weeks prior to implementation.

Traffic Control Plans shall contain a title block which contains your name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

1. Show location and limits of the work zone.
2. Give dimensions of lanes affected by traffic control that will be open to traffic.
3. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans Standards.
4. Dimension location of signs and cone tapers.
5. Identify side streets and driveways affected by construction and show how they will be handled.
6. Show how pedestrian traffic will be handled through the construction site. Pedestrian pathways through the work zone shall comply with the requirements of ADA during and after work hours.

7. Identify message board locations. A minimum of 3 changeable message boards shall be required. Location to be determined by Engineer.
8. Demonstrate how two-way traffic will be maintained.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plans.

12-4 Maintaining Traffic

12-4.01 General:

1. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress; unless work has specifically been authorized by the Engineer.
2. The location of traffic control signing, barricades, and other facilities shall be monitored frequently (four to five times per day) by you to verify their proper location. All traffic signal and other traffic control devices shall be maintained at all times.
3. You shall conduct these operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business, multiple dwelling units and residences adjacent to the work. You shall notify the Engineer of his planned work and utility service interruption at least five working days in advance to allow time to notify residents and businesses.
4. When construction activities will prevent vehicle access to individual driveways you shall notify and receive permission from the affected businesses and residents. Attention is directed to Section 7-1.03, "Public Convenience". **Full access shall be provided to all driveways during non-working hours.**
5. At locations where traffic is routed perpendicular to trench excavation, the excavation shall be conducted in a manner to provide a surface reasonably satisfactory for traffic at all times. Substructure installation or construction shall be conducted on only one-half the width of the roadway at a time, and that portion of the roadway being used by traffic shall be kept open and unobstructed until the opposite side of the roadway is ready for use. Upon completion of the rough grading, the surface of the roadbed shall be brought to a smooth, even condition free from humps and depressions and made satisfactory for traffic.

You shall submit a trucking route along with the traffic controls plans for approval by the Engineer. The route must minimize traffic on residential streets that are not part of the project.

Existing pavement damaged by your operations and not shown to be replaced shall be replaced at your expense, per City Standards and to the satisfaction of the Engineer.

12-4.02A General:

Attention is directed to General Conditions section 7.23 “Public Safety and Traffic Control” section 5.2 “Schedule Requirements” and to section 10-1.01 “General” of these Technical Specifications.

Exact locations of Project Identification signs and Advance Notice signs (7.23 Public Safety and Traffic Control: (A) Warning Devices and (C) Project Signage) shall be determined in the field by the Engineer.

Lane closures will be permitted between the hours of 8:30 a.m. and 4:00 p.m. only. Only one lane at a time may be closed and no lanes shall be closed at any other hours unless specifically approved by the Engineer. You shall maintain vehicle access to homes and other properties at all times while work is in progress.

You shall not park construction vehicles, contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and you shall maintain access to private parking lots within the block where work is in progress. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

You shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, you shall call the Fire Department at 543-3535 **and** the Communications Center at 543-3666 **daily** to report any traveled way closure. This means immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

You shall notify Sonoma County Transit at (707) 585-7516, Superintendent of Golden Gate Transit at (415) 257-4442, Santa Rosa City Bus at (707) 543-3922, Sonoma County Airport Express at (707) 837-8700, the local Postal Service at (707) 526-0113 and Recology at (800) 243-0291 5 calendar days prior to any lane closures or restrictions in turning movements.

If you have been given an approved Traffic Control Plan that includes road closures, they shall maintain vehicular access to homes and other properties where work is in progress within the closure area.

Where necessary, and only after receiving written approval from the Engineer, you may temporarily suspend curb side parking in their immediate work zone.

Notification to businesses and residents shall be hand delivered at least 72 hours prior to construction in the affected areas.

Notification shall be as follows:

1. A notice placed on the front door of each home or business where curb side parking will be suspended and attempt made to notify each business or resident verbally that work will be underway within the block and that curb side parking will be suspended during stated working hours and request that vehicles be parked out of the roadway by 8:00 a.m. Service of notice shall not bar use of cars within the block, as individual plans change and emergencies arise.

2. Type 1 barricades every 50 feet adjacent to the curb where parking will be suspended with a notice posted on the barricade stating specific dates and times that curb side parking will be temporarily suspended. If work will not take place in the posted area, then Contractor shall remove “No Parking” notices.

You shall maintain vehicle access to all homes and other properties along the work zone. During paving operations, you will be allowed to temporarily suspend vehicle access to a limited number of driveways when approved by the Engineer. When approved by the Engineer and at least 72 hours prior to suspending access to any driveway, you shall give both written and verbal notice to the affected businesses and residents and place barricades adjacent to the driveways with posted notices stating the specific dates and times of the suspension for that area. The notice shall also indicate an alternate parking location. Suspension of access to driveway will be permitted only as approved by the Engineer and only between the hours of 8:00 am and 4:30 pm.

Cross streets will require maintenance of at least one-half (1/2) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 8:30 am and 4:00 pm. Barricades and flaggers shall be positioned to allow safe turns at intersections and curves.

You shall maintain traffic control as necessary and as directed by the Engineer for "cat-tracking" operations by City Forces. Flaggers, barricades, signing, etc., shall remain in place for protection of City personnel until such time as all temporary lane delineation is complete.

12-4.04 Temporary Pedestrian Access Routes

12-4.04A General:

You are directed to Chapter 6D, Pedestrian and Worker Safety, in the CA MUTCD, the improvement plans and these Technical Specifications.

Pedestrians shall be provided with a safe convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath. At no point along the road shall the sidewalks on both sides of the road be closed at the same time.

You shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA), and the CA MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials. Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

Pedestrian routes shall be open and accessible at the end of the workday unless an alternate ADA compliant route has been approved by the Engineer. The construction of curb ramps and/or long sections of sidewalk do not alleviate you from this requirement.

12-8.04 Payment:

Traffic Control shall be the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in vehicular and pedestrian traffic control, including but not limited to, providing, placing, maintaining, and removal of temporary paths and/or ramps, temporary relocation of regulatory signs, changeable message boards, installation of project ID signs, advance notice signs, project and public notification signs, flagging, excavation, compaction, furnishing, and placement of asphalt concrete and/or PCC, barricades, toe-rails, hand rails, complying with CA MUTCD Standard for Pedestrian Safety, all other Traffic Control related coordination efforts and any other items necessary for vehicle and pedestrian traffic control not specifically enumerated in the plans or these specifications, and no additional allowance will be made therefor.

13 WATER POLLUTION CONTROL

13-1.01 General:

Water Pollution Control shall be performed in accordance with Section 13, Water Pollution Control, of the Standard Specifications and these technical specifications. In addition, construction activities shall comply with:

> The current California Water Quality Control Board, North Coast Region Order No. National Pollutant Discharge Elimination System Municipal Storm Water Permit, commonly referred to as the "Storm Water Permit". A copy of the Storm Water Permit is available for review at the City of Santa Rosa Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA, and at www.srcity.org/stormwaterpermit.
>
> The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be viewed at the City of Santa Rosa Department of Transportation and Public Works office at 69 Stony Circle or downloaded from CASQA, http://www.casqa.org/.

In this technical specification the CASQA Handbook BMP numbers are appended to the associated Standard Specification sections. If a conflict occurs the CASQA Handbook BMPs shall govern.

13-1.01B Definitions:

Construction phase: The construction phase starts at the start of job site activities and ends at Contract acceptance.

13-1.01C(4)(c) Water Quality Monitoring Reports:

If the project is less than 1 acre you shall complete and sign the Storm Water Correction Notices (below) with the City as part of the Storm Water Permit.

STORM WATER CORRECTION NOTICE

FAILURE TO CORRECT BY DUE DATE MAY RESULT IN STOP WORK NOTICE!

PROJECT NAME: _____

JOB ADDRESS: _____

PROJECT / PERMIT #: _____ DATE: _____

☐ **No storm water deficiencies identified.**

I HAVE INSPECTED THIS PROJECT SITE. THE FOLLOWING ISSUES AND DEFICIENCIES HAVE BEEN IDENTIFIED AND REQUIRE CORRECTIVE ACTION:

STORMWATER BMPs:

☐**Storm Drain Protection:**	Install	Maintain	Replace
☐**Perimeter Controls:**	Install	Maintain	Replace
☐**Housekeeping:**	Sweep	Clean	Remove Garbage & Debris
☐**Stockpiles:**	Cover	Perimeter Controls	Remove
☐**Debris Bins:**	Cover	Perimeter Controls	
☐**Tracking:**	Clean-Up	Install Tracking Controls	
☐**Portable Toilet:**	Secondary Containment Required		
☐**Concrete:**	Install BMPs for Pumper or Concrete Truck Cover / Maintain Concrete Washout Containers		
☐**Sediment & Erosion:**	Install Appropriate Controls	Dust Controls	
☐**Other:**			

***ALL DEFICIENCIES MUST BE CORRECTED PRIOR TO NEXT RAIN EVENT OR NO LATER THAN DUE DATE, WHICHEVER IS SOONER.**

DATE REQUIRED (SEE NOTE*):

INSPECTOR: _____ PH #: ( ) _____

CONTRACTOR SIGNATURE:_____ DATE: _____

Inspection Type: ☐ **Monthly** (Oct 1st-April 30th) ☐ **Deficiency Re-Inspection**

☐ **Pre-Rain** (Sept 1st-Oct 1st) ☐ **Following First 0.25" Rain** (within 2 business days)

13-2 Water Pollution Control Program

13-2.01C Submittals:
The program to control water pollution required to be submitted under this section of the Standard Specifications shall include a spill contingency plan that establishes clean-up procedures that will be followed in the event of a spill of potentially hazardous, toxic, or polluting materials.

13-2.04 Payment:
The Water Pollution Control Program shall be considered as included in the contract lump sum price paid for Water Pollution Control.

13-3 Storm Water Pollution Prevention Plan - Delete in its Entirety

13-4 Job Site Management

13-4.03B: Spill Prevention and Control:
You shall comply with CASQA Spill Prevention and Control (BMP WM-4). If a spill occurs at the construction site and you do not take immediate and adequate steps to contain and clean up the spill, especially if rain is threatening or if a discharge to a storm drain or creek could occur, the City shall have the right, in its sole and absolute discretion, to clean up the spill using City forces or an independent contractor. The cost of any such cleanup, in addition to recovery of any penalty or fine imposed upon the City, plus an administrative charge of fifteen percent (15%) of the costs incurred by the City, shall be deducted from any amounts owed to you hereunder.

In the event there are insufficient amounts owed to you hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same, including, but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this section are intended to be in addition to and not in lieu of any imposed by the City against Contractor for violations of City Code Chapter 17-12, "Storm Water".

13-4.03C(3): Stockpile Management:
You shall comply with CASQA Stockpile Management (BMP WM-3). Do not block storm water flows.

13-4.03D: Waste Management:
You shall comply with Waste Management/CASQA Solid Waste Management (BMP WM-5). You shall dispose of all trash, rubbish, and waste materials of any kind generated by you, subcontractor, or any company hired by you on a daily basis.

13-4.03D(3 or I): Concrete Waste:

You shall comply with CASQA Concrete Waste Management (BMP WM-8). Ensure the containment of concrete washout areas and other washout areas that may contain pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

13-4.03D(4): Sanitary and Septic Waste:
You shall comply with CASQA Sanitary and Septic Waste Management (BMP WM-9). Sanitation facilities must be maintained periodically by a licensed service to keep them in good working order and prevent overflows. Portable toilets are required to have secondary containment.

13-4.03D(5): Liquid Waste:
Liquid waste includes water generated from excavation dewatering. Minimize transfer piping by locating containers near the excavation to be dewatered while protecting the containers from moving vehicles and equipment.

13-4.03E: Non stormwater Management:
You shall comply with CASQA Water Conservation Practices (BMP NS-1 and NS-2).

13-4.03E(3): Vehicle and Equipment Cleaning:
You shall comply with CASQA Vehicle and Equipment Cleaning (BMP NS-8).

13-4.03E(4): Vehicle and Equipment Fueling and Maintenance:
You shall comply with CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10).

13-4.03E(7): Paving, Sealing, Saw cutting, Grooving, and Grinding Activities:
As listed in Part 9, sections 4 and 5 of the Storm Water Permit, the following additional BMPs shall be implemented for street paving, repaving, reconstruction, patching, digouts or resurfacing.

1. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions
2. Install BMPs at all susceptible storm drain inlets and manholes to prevent paving products and tack coat from entering
3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or watercourses
4. Minimize non-storm water runoff from water use for the roller and for evaporative cooling of the asphalt
5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly

6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled, or disposed of properly 13-4.03D(5)
7. Collect solid waste by shoveling and vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly 13-4.03D(5)
8. Cover “cold-mix” asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm 13-4.03C(3)
9. Cover loads with tarp before haul-off to a storage site, ensuring that trucks are not overloaded
10. Minimize airborne dust by using water spray during grinding 14-9.03
11. Protect stockpiles with a cover or sediment barriers during a rain event and
12. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near storm water drainage system or watercourses 13-4.03C(1)

13-4.03F: Sweeping:
You shall also comply with CASQA Street Sweeping and Vacuuming (BMP SE-7).

13-4.03G: Dewatering:
Groundwater levels may change depending on the time of year and the amount of seasonal rainfall.

It should be anticipated that groundwater will be encountered within deep excavations as part of this project. If groundwater is encountered, the Contractor shall immediately notify the City. The Contractor shall **remove all water** which accumulates in excavations during the progress of work until the subgrade has been prepared and backfilling has progressed to a sufficient height above static groundwater levels. The Contractor shall have a minimum of two working pumps onsite and available for immediate use at all times.

Water accumulated in excavations shall be discharged to the sanitary sewer under the conditions set forth in the City’s MS4 permit. Said water shall be disposed of in a manner as to cause no injury to public or private property or be a menace to public health. Sediment shall be removed from water to be disposed of, prior to discharge, by a placing the pump inlet hose into a sump filled with clean gravel, or a perforated bucket filled with clean gravel. The outlet of the pump shall have a filter sock installed to retain residual sediment. An approve air gap shall be maintained at all times when dewatering from a water main trench.

The discharge shall be monitored to verify the lack of contamination. Periodic samples shall be analyzed by the City's Environmental Compliance Laboratory to confirm the acceptability of the discharge. **If any odor, sheen or other visual**

discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer.

Pumped groundwater will not be allowed into any watercourse or storm drain system.

Contractor shall be responsible for constructing, operating, and maintaining all necessary features to complete the work including furnishing, installing, and maintaining all pumping and other equipment required to dewater any excavations containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation.

13-5.04 Payment- Replace With:
Temporary soil stabilization shall be considered as included in the contract lump sum price paid for Water Pollution Control.

13-6 Temporary Sediment Control

13-6.03C Temporary Drainage Inlet Protection:
You shall comply with CASQA Storm Drain Inlet Protection (BMP SE-10).

13-6.04 Payment- Replace with:
Temporary Sediment Control shall be considered as included in the contract lump sum price paid for Water Pollution Control.

13-10 Temporary Linear Sediment Barrier

13-10.01 General:
You shall comply with CASQA Silt Fence and Sandbag Barrier (BMP SE-1 and SE-8).

13-12.04 Payment:
Water Pollution Control shall be the contract **lump sum** price, which price shall include full compensation for conforming to the provisions of these specifications including but not limited to furnishing all labor, materials, maintenance, tools and equipment, and doing all work involved in Water Pollution Control, as specified herein, and no additional allowance will be made therefore.

14 ENVIRONMENTAL STEWARDSHIP

14-1.00 General Environmental Protections:

You shall dispose of all portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. The absence of identified Recognized Environmental Conditions (RECs) does not indicate that excavated material is suitable for unrestricted reuse. Background concentrations of metals, naturally occurring constituents, or constituents of concern may exceed private-facility or site acceptance limits without indicating contamination or evidence of a release.

14-10 SOLID WASTE DISPOSAL AND RECYCLING

14-10.01 General:

The Contractor must dispose of all portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials.

All other excess materials from the project shall become the property of the Contractor and shall be disposed of by you, at your expense.

Contractor shall not assume unconditional reuse of excavated soil. The contractor shall be responsible for the selection of the disposal site(s) for excavated soil and any testing requirements required by the selected disposal site(s). Prior to disposal of any excess material from the work site, submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site(s).

The Contractor is solely responsible for selecting, evaluating, and securing acceptance for soil disposal at any reuse, recycling, or disposal facility, including private sites that may have sensitive, restrictive, or site-specific acceptance criteria. The Contractor's selection of a site with stringent acceptance limits shall not establish, imply, or redefine the regulatory cleanup level for excavated material and shall not be used as a basis for reclassifying excavated soil as contaminated. Failure of excavated material to meet the acceptance requirements of any facility or site chosen by the Contractor shall not entitle the Contractor to additional compensation, nor constitute grounds for a differing site condition claim. The Contractor shall perform all sampling, analysis, and characterization required by the receiving facility or disposal site and shall manage all excavated soil at no additional cost to the City.

Excavated material shall be considered non-contaminated when it exhibits no visual, olfactory, or field screening indicators of a chemical release, including but not limited to staining, petroleum odors, unusual discoloration, and/or when laboratory analysis (if performed) indicates no exceedance of Commercial/Industrial screening levels under federal, state or local law. Non-contaminated material may contain naturally occurring metals or low-level detections of volatile or semi volatile compounds without being considered contaminated. Non-contaminated material shall become the property of the Contractor upon excavation and shall be removed from the Project site at the Contractors expense.

Material shall be considered suspected or contaminated only when visual, olfactory, or field indicators of a release are observed, or when laboratory analysis indicates exceedance of Commercial/Industrial screening levels under federal, state, or local law. Under such conditions, the material shall remain the property of the City and shall be handled and disposed of in accordance with Section 14-11. Upon encountering suspected or contaminated material, the Contractor shall immediately stop work in the affected area, segregate the material, implement protective measures, and notify the City for further direction. The Contractor shall not declare material contaminated based solely on its failure to meet the acceptance limits of a facility selected by the Contractor.

14-10.02 Solid Waste Disposal and Recycling Report - Replace With:

You shall provide a monthly recycling report for each quantity (in tons) of asphalt concrete and portland cement concrete with receipts verifying delivery to a material recycler.

Submit a solid waste disposal and recycling report between January 1 and 15 for each year work is performed under the Contract at any time during the previous calendar year. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 to December 31 of the previous calendar year.

Submit a final solid waste disposal and recycling report within 5 business days after Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 to Contract acceptance.

For each failure to submit a completed report, the Department deducts $10,000.
Submit a Solid Waste Disposal and Recycling Report prior to final acceptance of work performed under the Contract. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

Submit a Solid Waste Disposal and Recycling Report prior to Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

14-12.05 City Wide Integrated Pest Management (IPM) Policy:

Comply with City Policy number 000-074. This includes the management pesticides for pests, including unwanted plants, insects, rodents, and fungus. Pest are controlled for assorted reasons including public safety, public health, plant health, aesthetic, and control of invasive plants, pathogenic organisms and/or insects.

14-12.06 City Lead Safety Program:

Comply with City Lead Removal Procedure if lead removal is required.

14-13 Payment:

Full compensation for conforming to the provisions of these specifications shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

15 EXISTING FACILITIES

15-1.03 Construction: All existing active utilities found to reside in excavated areas shall be supported in place with service maintained during construction. You shall be responsible for any damage caused by your operations and any repairs needed shall be completed to the Engineer's satisfaction.

Existing storm drains found to reside in excavated areas shall be supported, removed, or replaced at your option and at no additional cost to the City. You shall be responsible for maintaining the existing line and grade of the storm drains. If you elect to remove and replace, it shall be done per applicable City Standards and Specifications.

Existing utility trenches and/or structures that are in close proximity to proposed trenches shall be safeguarded in an appropriate manner from damage.

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

There is existing concrete pavement along 4th St and College Ave adjacent to the curb and shall remain in place. The Contractor shall protect the existing concrete pavement from damage during grinding, paving, and all other construction operations.

Any cracking, spalling, chipping, or other damage to the existing concrete pavement resulting from the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense and to the satisfaction of the Engineer.

The Contractor shall provide a clean, straight transition between the asphalt concrete overlay and the existing concrete pavement. Asphalt concrete shall not be placed over the existing concrete pavement.

15-1.03C Traffic Stripes and Pavement Markings:

All traffic stripes, pavement markings or any other traffic markings shall be removed by you to the satisfaction of the Engineer and in accordance with Sections 84 of the Standards, and the Plans.

Attention is directed to the to the Sebastopol Rd location for the striping configuration.

15-1.03D Pavement Markers:

All raised pavement markers shall be removed by you to the satisfaction of the Engineer and in accordance with Sections 82 of the Standard Specifications, City Standards, and the Plans.

15-1.03F Reconstruct Sidewalk Drain:

Reconstruct sidewalk drain shall be done in conformance with requirements of Section 73 of the City Specifications, City STD-406 and as directed by the Engineer.

You shall remove portions of existing curb, gutter, and sidewalk, and the existing sidewalk drain and install new sidewalk drain, curb, gutter and sidewalk at the location designated and as directed by the Engineer.

15-1.03G Adjust Existing Facilities:

Existing manhole frames and covers, valve boxes, Grates, pullboxes, mainline cleanouts, and monuments adjusted to grade shall conform to City Standards.

Adjust existing City facility boxes and lids to grade. This item of work includes the lowering of the impacted facilities before the pavement grinding operation, and adjusting all lowered facilities to grade after the surface lift of the asphalt concrete (AC) pavement is complete. The City will furnish new material to replace existing boxes and lids that do not comply with current City Standards or damaged prior to Contractor's operations. Notify the City 10 working days before the new boxes are needed to ensure the item is available or the City can provide an arrival date for the new box. If the new boxes need to be ordered and do not arrive on time, you will adjust the work schedule at no extra charge to the City.

You shall accurately locate and record the location of existing and new manholes, valve boxes, mainline cleanouts, and monuments to be adjusted to grade and shall furnish the Engineer a copy of said record prior to starting construction.

All facilities on active systems shall always be labeled with white paint and accessible to City personnel unless otherwise stated in these Technical Specifications or approved by the Engineer.

After placement of the finish course of asphalt concrete, you shall mark all overlaid manholes, valve boxes, mainline cleanouts and monuments, whether new or existing, with white paint by the end of that working day.

All new and existing manholes, valve boxes, mainline cleanouts and monuments shall be accessible within 48 hours after they are covered.

Final grade adjustments and installation of concrete collars shall be done on the same working day. Final paving around manholes, valve boxes, mainline cleanouts and monuments shall be completed the following working day.

All silt and debris shall be removed from finished structures. This shall include all existing silt and debris plus material caused by Your operation.

If new or existing water valve riser pipe needs to be extended after paving to conform to City STD-877, you shall use either a slip x slip glued PVC coupling or a transition coupling with sheer bands as directed by the Engineer. Upsizing the existing riser pipe to 8-inch will not be required unless otherwise directed by the Engineer. Any added extension must be a minimum of 12 inches. The lower section of riser pipe shall be adjusted to accommodate this requirement.

If you encounter water valve boxes with round lids, sanitary sewer frame and covers with open pick holes, nonstandard storm system features, monuments, or items damaged before construction which must be adjusted to grade, you are to provide a count to the Engineer a minimum of 10 days prior to paving to obtain replacements that complies with current City Standards. The City will provide replacements provided You are not required to replace them as part of the contract or due to damage by Your operations. Valve boxes and frames and covers on facilities to be abandoned shall not be included in the count provided to the Engineer. You shall be responsible for delivery of new frames, boxes, and covers from the City warehouse to the job site. Prior to removal, demolition around, or adjustment of an existing manhole frame, a platform shall be constructed in the manhole above the top of the sewer and storm drain to prevent any dirt or debris from falling into the sewer. The platform shall remain in place until all work on the manhole has been completed and the asphalt concrete has been placed around the manhole. Prior to the removal of the platform from the manhole, all dirt and debris shall be removed.

All grade rings shall be set in cement mortar the same day they are placed. All joints shall be smoothly plastered inside and out.

Existing grade rings removed in the adjustment of manhole frames shall become the property of You and if undamaged and thoroughly cleaned of mortar may be reused in the work. If not so used, they shall be disposed of away from the site of work at your expense.

Manhole frames shall be reinstalled to align directly over the grade rings. Any frames misaligned by more than ½ inch shall be removed and reinstalled.

No monument or utility cover shall project above or be depressed below the finished pavement surface by more than 0.06 inch (1/16 inch).

Existing Monuments adjusted shall conform to City Standards 280 to 284 and 78-2 Survey Monuments, of the specifications.

15-1.03H Concrete Removal:

All removed concrete shall become the property of You and shall be immediately off hauled. None of the removed concrete shall be dumped or stockpiled on the work site. You shall dispose of all removed concrete at a recycler for this material. Burying broken concrete within the limits of the project will not be allowed.

All concrete which is to be removed from sidewalk, curb, gutter and driveway areas shall be removed to the nearest score mark or construction joint as directed by the Engineer unless otherwise noted on Project Plans. The edge of existing concrete to remain shall be neat and free of defects. Saw cutting may be required to achieve this.

Concrete removal includes removal of any reinforcing steel embedded in the concrete and no additional allowance will be made for the removal of such steel.

Where new concrete is to join existing concrete, remove enough concrete to allow splicing of new reinforcement. Protect existing reinforcement to be incorporated into the new work from damage.

Irrigation facilities may be encountered during concrete removal and replacement. You shall exercise care in this area and repair any damage done by their operations at no additional cost to the City.

Keep existing irrigation facilities in place that are described to be removed, relocated, or modified until the Engineer determines they are no longer needed.

Maintain the existing water supply. If the existing water supply is interrupted for more than 3 consecutive days, provide an alternative water supply. Water the existing plants in the area irrigated from that water supply, including those maintained by the City, as necessary to maintain healthy plant growth.

Furnish enough water for watering plantings affected from construction activities as necessary to maintain a healthy condition through Contract acceptance.
If you damage irrigation facilities not to be removed:

1. Remove and dispose of them.
2. Repair and replace damaged facilities within 10 days.
3. Use similar commercial-quality components from the same manufacturer or components that are compatible with the existing irrigation system if authorized.

4. After completing the repair or replacement of the facilities, perform an operational test in the presence of the Engineer. If you repair or replace the remote-control valves, conduct the test with the irrigation controller in automatic mode.

Notify the Engineer:
1. At least 4 working days before shutting off the water supply to any portion of the existing irrigation system
2. Immediately after restoring the water supply to any portion of the existing irrigation system

Landscaping and other surfaces or structures shall be restored to original conditions at no additional cost to the City.

If you damage plants not to be removed:
1. Dispose of them unless the Engineer authorizes you to reduce them to chips and spread the chips within locations designated by the Engineer
2. Replace them
    a. Replace plants with plants of the same species.
    b. Replace trees with 24-inch-box trees.
    c. Replace shrubs with no. 15-container shrubs.
    d. Replace ground cover plants with plants from flats. Replace Carpobrotus ground cover plants with plants from cuttings. Plant ground cover plants 1 foot on center.
3. If a plant establishment or permanent erosion control establishment period is specified, replace plants before the start of the plant establishment or permanent erosion control establishment period; otherwise, replace plants at least 30 days before Contract acceptance.
4. Water each plant immediately after planting. Saturate the backfill soil around and below the roots or the ball of earth around the roots of each plant. Water as necessary to maintain plants in a healthy condition until Contract acceptance.

The City may rearrange a third-party utility during the Contract. Rearrangement of a third-party utilities or City facilities includes installation, relocation, alteration, or removal of the facility.

The City may authorize third-party utilities or City facilities and their agents to enter the project limits to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

15-1.03J Tree Root Pruning: When digging outside the drip line of trees, all tree roots two inches and greater which are encountered during excavation must be pruned by hand. The root shall be cut cleanly with a saw to avoid splits. If the

Engineer elects to get direction from an arborist, You shall redirect crews to other Work after safeguarding the area.

When digging within the drip line of trees or shown in the Plans, you shall exercise extreme caution to avoid pulling on roots with excavation equipment. Hand dig around all roots greater than one inch in diameter. Roots exceeding one inch in diameter within the drip line of trees or shown in the Plans are to be uncovered free of damage for coordination with an arborist. Where Work is within the drip line of trees or roots are shown on Plan, Contractor is to include 5 Working Days in the schedule to coordinate with the arborist. Under oversight of the arborist, 2 inch or greater roots are to be lowered, by hand, 6 inches below the construction section per Project Plans under the oversight of an arborist. Loosen/remove soil 3 inches below root and fill with approved soil per the arborist.

15-1.04A Payment - Replace With:

Full compensation for conforming to the Existing Facilities provisions as described in these sub sections shall be considered as included in various contract items of work and no additional allowance will be made therefore.

15-1.04C Payment:

Full compensation for conforming to the Tree Root Pruning provisions described in these sub sections shall be considered as included in various contract items of work and no additional allowance will be made therefore.

15-1.04D Payment:

Lower and Adjust Sewer Manhole Frames and Covers to Grade, **Lower and Adjust Mainline Cleanouts Frames and Covers to Grade**, **Lower and Adjust Water Valve Box Frames and Covers to Grade**, **Lower and Adjust Storm Drain Manhole Frames and Covers to Grade**, and **Lower and Adjust Monument Frames and Covers to Grade** shall be paid for at contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all of the work involved in lowering each facility prior to pavement grinding, adjust the facility to the finished grade, including but not limited to required excavation and backfill, coordination for replacement boxes, and removing silt and debris, as specified herein, and no additional allowance shall be made therefor.

19 EARTHWORK

19-1.01 General:

1. Non-contaminated site: See section 19-2.03B, Surplus Material, of these Technical Specifications.

19-1.01A Summary:

Earthwork shall also include excavation for trenching.

19-1.03B Unsuitable Material:

Stabilization of unsuitable material shall comply with the following provisions:

A. Unsuitable material may be processed in place, may be excavated and placed on the grade or other locations suitable for further processing, or may be partially excavated and partially processed in place.
B. Processing may consist of drying to provide a stable replacement material or mixing with lime per Section 24.
C. Stabilized material shall be placed and compacted in layers as hereinafter specified for constructing embankments.

Backfill the space resulting from excavating unsuitable material with material suitable for the planned use. Place and compact suitable material under section 19-5.

19-1.03B(1) Subgrade stabilization:

Any area of the subgrade determined by the Engineer to be unsuitable shall be stabilized. Processing of unsuitable subgrade material is not allowed. The areas to be stabilized will be marked in the field by the Engineer. Use of a pavement grinder shall be considered an acceptable method of excavation of areas requiring subgrade stabilization.

19-1.03C Grade Tolerance:

When aggregate subbase or aggregate base are to be placed on the grading plane, the grading plane shall not vary more than 0.05’ above or 0.1’ below the grade established by the Engineer.

19-1.03F Measurement:

Subgrade Stabilization will be measured as marked in the field by square yards.

19-1.04 Payment- Replace With:

Subgrade Stabilization (0.35’) shall be paid for a the contract price per **square yard**, which price shall include full compensation for doing all the work involved in pavement repair/digout as specified herein, including labor, materials, tools, and

equipment, excavation, off-hauling, and no additional allowance shall be made therefore.

The Special Condition allowing “Increases or Decreases in unit price work” does not apply to Subgrade Stabilization. Excavation and disposal of material, HMA base, Stabilization Fabric, and class 2 Aggregate Base are included but not limited to the price for subgrade stabilization.

No additional compensation will be made for excavation and stabilization beyond the limits of the areas marked by the Engineer or for excavation and stabilization of locations other than those marked by the Engineer. Any excavation for subgrade stabilization done by You to accommodate equipment width beyond the limits of the areas marked by the Engineer shall be at your expense.

19-1.05 Edge Grind: Edge grind shall take place where there is existing curb and gutter or PCC before the placement of the 3” HMA, which shall consist of 0.25’ and daylight at 6’.

19-1.05(1) Payment: Edge Grind (0.25’) shall be paid for at the contract price per **linear foot**, which price shall include but is not limited to furnishing pavement grinder, off-hauling, equipment, tools, labor, and doing all work involving this item of work. No additional compensation will be made therefor.

19-1.06(1) Payment: End of Street Conform Grind (0.25’) shall be paid at the contract per price per **each**, which price shall include but is not limited to furnishing the pavement grinder, off-hauling, equipment, tools, labor and all work involving this item of work. No additional compensation will be made therefor.

End of Street Conform Grind shall be performed at each end of the overlay limit for the entire roadway width that will receive the new 3” HMA placement, which shall consist of 0.25’ depth and daylight at 20’.

19-1.07 Vertical Clearance: Street tree trimming to maintain a clear path for the pavement grinder and any other equipment that is impacted by such clearance requirement shall be performed by you. Trimming shall be done with proper trimming equipment. The payment for this work shall be included under various items of work and no additional compensation will be made therefor.

19-2.03B Surplus Material:
You shall be responsible for the removal and disposal of surplus materials. You shall notify the City of the disposal location before the start of construction. Surplus material, including removal of existing bituminous pavement and base materials will be paid for as roadway excavation.

19-5 Compaction

19-5.03B Relative Compaction (95 Percent):
Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.5-foot below the grading plane for the full width of the planned pavement structural section, whether in excavation or embankment.

Relative compaction of not less than 95 percent shall be obtained for embankment under bridge and retaining wall footings without pile foundations within the limits established by inclined planes sloping 1.5:1 out and down from lines one foot outside the bottom edges of the footing.

19-5.04 Payment - Replace With:
Full compensation for compaction conforming to the provisions of these specifications shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

19-10.02 Materials:
Soil Stabilization Fabric shall be installed per manufacturer's recommendations and shall meet or exceed the following specifications:

Grab Tensile Strength (ASTM D4632)	290 lb.
Mullin Burst Strength (ASTM D3786)	500 psi
Trapezoid Tearing Strength (ASTM D4533)	113 lb.
Modulus (Load at 10% Elongation) (ASTM D4632)	120 lb.
Apparent Opening Size (ASTM D4751)	40-70 sieve
Permittivity (ASTM D4491)	0.05 sec^{-1}

Soil stabilization fabric shall be Mirafi 600-X, GeoTex 315ST, Carthage Mills FX-66, TerraTex HD, or approved equivalent.

Prior to placement of soil stabilization fabric, you shall remove all loose dirt left from excavation operations.

Soil stabilization fabric shall be placed over the entire subgrade area. The soil stabilization fabric shall be held in place with wooden stakes driven through the fabric into the subgrade at the beginning and the end of the fabric and at 50-foot intervals. A minimum of three stakes shall be placed across the width of the fabric roll at each interval. The stakes shall be a minimum length of 8-inches and shall be driven at an angle opposite to the direction of pull exerted on the fabric by the paving machine.

19-10.04 Payment - Replace With:
Soil Stabilization Fabric shall be paid for a the contract price per **square yard**, which price shall include but not limited to furnishing all labor, materials,

maintenance, tools, hauling, equipment and doing all work in placing soil stabilization fabric and no additional allowance will be made therefor.

The Special Condition allowing “Increases or Decreases in unit price work” does not apply to Soil Stabilization Fabric.

39 HOT MIX ASPHALT

39-2.01B Materials: 39-2.01B(9) Geosynthetic Pavement Interlayer (GlasGrid): Materials used for geosynthetic pavement interlayer shall be a fiberglass reinforcement with modified polymer coating and pressure-sensitive adhesive backing GlasGrid 8511 Asphalt Reinforcement System by Tensar, or approved equal.

Asphalt binder for non-pressure sensitive geosynthetic pavement interlayer shall be PG 61-16 conforming to these Special Provisions.

GlasGrid 8511

Specification	Test Requirement	Method
Tensile Strength (width and length), minimum lbs/in	ASTM D6637	571 x 571
Tensile Elongation, maximum	ASTM D6637	< 3%
Tensile Resistance @ 2% Strain (width and length), minimum lbs/in	ASTM D6637	456 x 456
Unit Weight, minimum	ASTM D5261	12.0 oz/yd3
Melting Point Coating, minimum	ASTM D276	> 450 °F
Melting Point Glass, minimum	ASTM C338	> 1508 °F
Grid Size (Center to Center of Strand)		1.0 x 1.0 in

You shall install geosynthetic pavement interlayer at the locations shown on the Plans and per the Plan details in conformance with the manufacturer's installation recommendations.

Transverse and longitudinal joint overlap shall be in accordance with the manufacturer's
recommendations. You shall place the interlayer via mechanical means ("Fabric Tractor") to ensure proper adhesion, unless manual placement is approved by the Engineer. You shall utilize sufficient tension during application to avoid wrinkles. You shall coordinate for a manufacturer's representative to be present during placement of the grid and until all paving operations related to the grid are completed.

In advance of placing the interlayer, cracks shall be cleaned, and surface preparation measures shall be performed as per manufacturer's recommendations. Surface preparation shall provide a clean, smooth, dry surface which shall be free of but not limited to, foreign matter and surface contaminants,

including but not limited to pavement markers and striping, paint, oil, rubber, vegetation and loose pavement.

A minimum 0.08 gal / square yard non-tracking asphalt tack coat (SS-1h or SS-1 emulsified asphalt) shall be applied prior to placement of the Geosynthetic Pavement Interlayer. You shall provide sufficient time for the tack coat to fully cure prior to paving. Turning of the paving machine or other vehicles should be gradual and shall be kept to a minimum to avoid damage to the membrane. Should equipment tires tend to stick to the material during pavement operations, small quantities of asphalt concrete shall be broadcast ahead of the paving operation to prevent sticking.

When Geosynthetic Pavement Interlayer is placed on pavement, which has been subject to traffic, pavement shall be cleaned by a mechanical device by sweeping or vacuuming, and as directed by the Engineer.

At each utility cover that will be covered with Geosynthetic Pavement Interlayer, the interlayer shall be neatly cut around the cover to allow for raising the cover to grade without disturbing the grid.

The interlayer shall be paved with the specified thickness of asphalt concrete as per the Plans and these Special Provisions the same day the grid is installed.

Emergency traffic may run on the grid after being placed. However, it must be ensured that damage is not caused by this traffic. Any damaged areas or areas where adhesion is not apparent on the grid must be fixed prior to paving.

You shall coordinate the approval of your installation method by a manufacturer's representative by preparation of a test strip prior to paving. You shall create a test strip of at least 1 yd2 with your method of installation ensuring proper smoothness and adhesion is achieved. Generally, adhesion is achieved when more than 20 lbs of force is taken to vertically lift the test sample when using a handheld spring gauge. Generally, proper smoothness is achieved when little to no wrinkles are present. If the initial test strip fails approval by the manufacturer's representative, you shall modify your installation procedure to achieve test strip approval at no additional cost to the City.

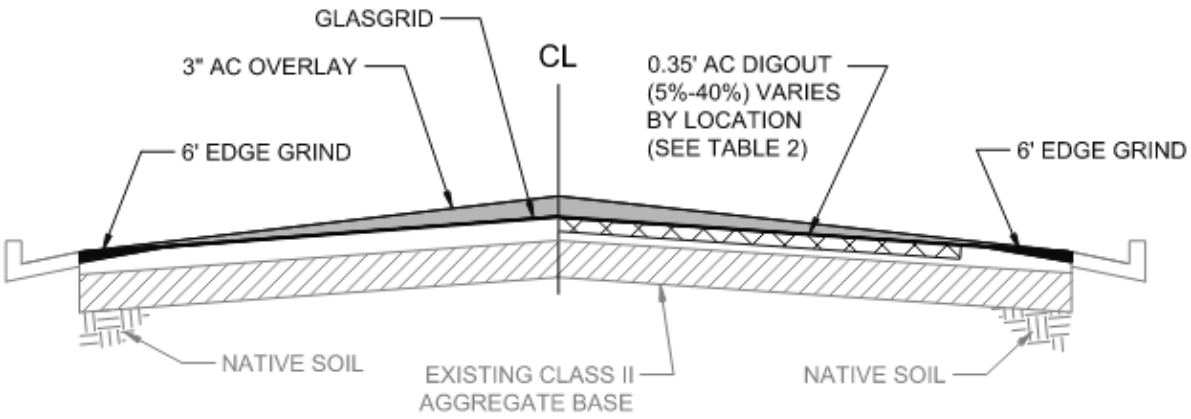
If wrinkles do occur during the installation of the material, you shall remove the wrinkles by applying tension until the product surface is smooth. Failure to achieve a final smooth surface may require removal and replacement of the non-conforming section at the sole discretion of the Engineer. Compliance with final acceptance shall be at no additional cost to the City.

Measurement: GlasGrid shall be computed on the basis of the exact amount of the roadway surface area covered in the field. GlasGrid applies to all roadways listed in Table 2.

39-2.02 Type A Hot Mix Asphalt (HMA)

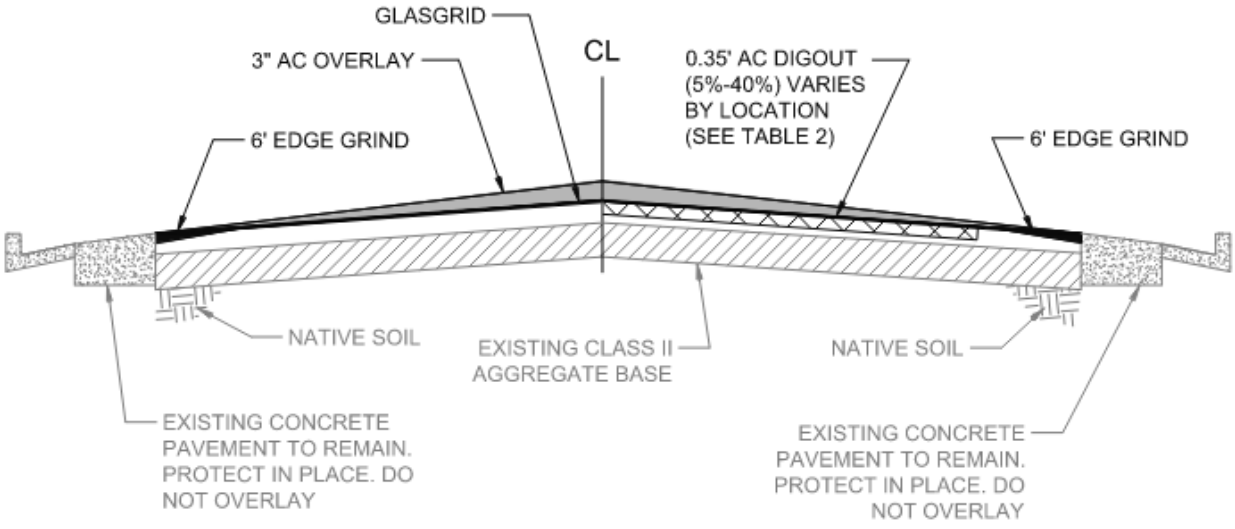
Table 2: Overlay Project Limits:

Street	From	To	Approx. Length (ft)	Approx. Width (ft)	Digout Repair (%)	GlasGrid Application?	AC Treatment
4th St	E St	Brookwood Ave	1170	50	5	Yes	3" HMA
Brookwood Ave	Sonoma Ave	College Ave	2500	66	20	Yes	3" HMA
College Ave	E St	4th St	2891	66	12	Yes	3" HMA
College Ave	SMART tracks	Cleveland Ave	440	60	20	Yes	3" HMA
Davis St	4th St	6th St	552	28	7	Yes	3" HMA
South E St	Tupper St	Sonoma Ave	910	43	40	Yes	3" HMA



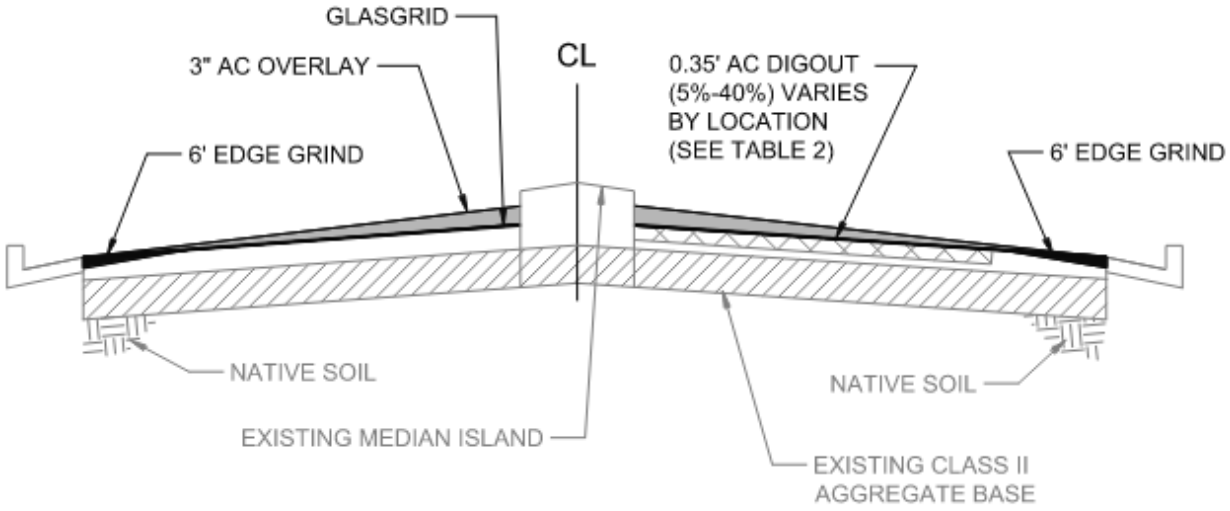
PAVING SECTION FOR DAVIS ST, COLLEGE AVE (NEAR SMART TRACKS), AND SOUTH E ST

Not To Scale



PAVING SECTION FOR 4TH ST AND COLLEGE AVE

Not To Scale



PAVING SECTION FOR BROOKWOOD AVE

Not To Scale

39-2.02A General: Section 39 includes specific specifications for producing and placing Hot Mix Asphalt by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

For these specifications, HMA and asphalt concrete (AC) shall be the same.

HMA will be used in the following applications:

1. AC Base shall be placed within the subgrade stabilization area.
2. AC Surface shall be placed as the 0.25' overlay, and the 2' wide, 0.5' depth of the AC strip along the new curb and gutter as part of the curb ramp construction.

A temporary 2' wide AC strip shall be placed beyond the new curb and gutter where the new curb ramp is installed. Such AC strip shall be removed before paving. Payment for the Temporary AC Strip shall be considered included under various contract items of work, and no additional compensation will be made therefor.

HMA base paving shall be completed for half the street width before beginning excavation of the remaining street.

All existing HMA that is adhered to the top of gutters shall be removed prior to placement of new HMA surface in a manner satisfactory to the Engineer and that does not damage the gutter.

HMA base shall be placed on the same day the area is excavated so that all areas will either have existing asphalt surface or new asphalt concrete base by the end of each working day. No subgrade areas shall be exposed or open to traffic during non-working hours.

HMA base paving shall be accomplished by use of a paving machine. The HMA mix shall be transferred from the trucks to the hopper of the paving machine by means of a shoulder machine equipped with a side caster. Any equipment used to transfer HMA to the paving machine shall not exceed the load capacity of any surface it is driven over and shall not produce rutting or pumping of the existing roadway surface or newly placed HMA base at any time.

Construction vehicles/equipment shall not be allowed on the newly placed HMA base until the day after it is placed. Super Dumps or other trucks with liftable trailing load bearing axles shall not be allowed on the newly placed asphalt concrete base at any time. All trucks or other construction equipment to be driven on the newly placed HMA base shall not exceed the surface load bearing capacity and shall not produce rutting or pumping at any time.

All longitudinal surface paving joints shall fall on a lane line. Longitudinal Subsurface paving joints shall be offset by at least 6 inches.

No longitudinal vertical drop offs will be allowed between the lanes when the roadway is opened to traffic. Where a longitudinal vertical drop off occurs along the roadway crown between the existing street surface and the new HMA base, you shall grind a 10:1 taper in the existing surface to make a temporary conform to accommodate traffic. The temporary taper shall be ground after the HMA base paving has been completed each day.

Where a vertical drop off will occur between the top of the new HMA base and a valley gutter, driveway, or side street conform, you shall install a temporary 10:1 asphalt taper.

Where a vertical drop off would occur between the asphalt concrete base and a pedestrian ramp, you shall install a temporary 12:1 asphalt taper.

All ground edges adjacent to curb ramps and driveways shall have temporary HMA ramps (tapers) installed if the asphalt concrete surfacing cannot be placed back the same day the existing pavement is removed. Kraft paper or other bond breaker shall be placed under the conform ramps to facilitate removal when paving operations start.
Kraft paper or other bond inhibitor shall be placed under the temporary HMA taper to facilitate removal when paving operations resume.

Temporary asphalt tapers and associated bond breaker material shall be removed prior to placement of the HMA surface lift. Where the bond breaker material adheres to the HMA base course it shall be fully removed with a method, approved by the Engineer that will in no way degrade the quality of the final product.

The Engineer shall provide reference points and cut sheets for the placing of HMA base and HMA surface.

You shall furnish an excavation and paving plan which shall include the following:

1. Requested location for survey staking of reference points
2. HMA plant supplying mix including aggregate source
3. Disposal site for spoils
4. Type of trucks and equipment to be used
5. Haul routes through adjacent residential streets
6. Staging locations
7. Sequencing
8. Taper grind locations

You shall set a string line based on the reference points to control the grade of the paving machine along the crown line. A rotary laser level may be used in lieu of a string line provided the level can be accurately set to the design centerline slope, and the detector is directly mounted to the paving machine screed to control the grade of the paving along the crown line. You shall also furnish a grade setter to ensure that the HMA base and HMA surface paving conforms to the lines and grades established by the Engineer.

A tack coat of SS-1h or SS-1 emulsified asphalt shall be applied to all HMA and concrete surfaces and allowed to break immediately in advance of placing all lifts of HMA. Unless otherwise shown on the Plans, tack coat shall also be applied to all vertical mating surfaces and conforms to existing pavement, curbs, gutters, and construction joints, and allowed to break immediately in advance of placing all lifts of HMA. The tack coat shall be reapplied 1) where it becomes contaminated, and 2) where it is significantly tracked (removed) from the surface.

The HMA base and asphalt concrete surface courses shall be allowed to cool to 160° F at mid depth before the roadway is opened to traffic each day.

At the end of each working day you shall place retro reflectorized signs and delineators, as required for night time use in accordance with the Standard Specifications and Section 12 of these Special Provisions to warn the public of the existing conditions.

At the end of each work day during paving operations the location of all valves, manholes, monuments and any other facility overlaid with asphalt concrete and required to be raised to grade shall be marked in white paint.

Edge Grind shall be in accordance with City STD-209, the modified detail on the Plans or as specified herein. Longitudinal edge grinds shall be 6’ in width.

39-2.02A(2) Definitions: For these specifications, Hot Mix Asphalt HMA, asphalt, and asphalt concrete (AC) shall be the same.

At your option, and at no additional expense to the City, a Cal-trans approved Warm Mix Asphalt (WMA) technology may be added to the HMA. However, the HMA shall be manufactured at HMA temperatures (300F +/- 25F) at a dosage rate approved by the Engineer. All other HMA project specifications shall be adhered to.

Use Section 39-3 Method construction process of these specifications for HMA production and construction.

39-2.02B Materials

39-2.02B(3) Asphalt Binder: Asphalt binder in HMA must comply with the specifications for asphalts.

Asphalt binder to be mixed with aggregate for HMA surface, leveling and base shall be PG64-16 grade paving asphalt.

The amount of asphalt binder to be mixed with the aggregate shall be specified by the Engineer at the time of paving. Different asphalt binder content may be specified for each lift and each location.

Liquid anti-stripping agent (LAS) shall be added to the asphalt binder at a rate of 0.5% by weight of asphalt binder as specified by the Engineer at the time of paving. The LAS shall be AD-here LOF 65-00 or equivalent, and shall be stored, measured, and blended with the asphalt binder in accordance with the anti-stripping agent manufacture's recommended practice. The LAS can be added at the asphalt plant. When added at the HMA plant, the equipment shall indicate and record the amount of LAS added.

39-2.02B(4) Aggregates

39-2.02B(4)(a) General- In Addition: The aggregate grading of the various types of HMA shall conform to one of the following as directed by the Engineer:

Surface or Leveling Course……..3/4-inch HMA Type A, or ½-inch Coarse HMA Type A, or ½-inch Medium HMA Type A
Base Course……..……¾-inch HMA Type A

Aggregates should be of high abrasion resistance and durability. Excessively soft and friable aggregates are not allowed. The specified aggregate gradation must be determined before the addition of asphalt binder and includes supplemental fine aggregate. Before the addition of asphalt binder and lime treatment, aggregate must have the values for the quality characteristics shown in the following table:

Quality characteristic	Test method	HMA Type A
Percent of crushed particles Coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	 90 75 70
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	California Test 211	 10 45
Sand Equivalent (min.)[a]	California Test 217	50[b]
Fine aggregate angularity (% min.)	California Test 234	45
Flat and elongated particles (% max. by weight @ 5:1)	California Test 235	10

[a] Reported value must be the average of 3 tests from a single sample.
[b]Minimum Sand Equivalent of 45 for asphalt concrete base.

39-2.02B(4)(b) Aggregate Gradations- In Addition: The proposed aggregate gradation must be within the TV limits for the specified sieve sizes shown in the following tables:

Aggregate Gradation
(Percentage Passing)
HMA Types A

3/4-inch HMA Type A

Sieve sizes	TV limits	Allowable tolerance
1"	100	--
3/4"	95–100	TV ± 5
3/8"	65–80	TV ± 5
No. 4	49–54	TV ± 5
No. 8	36–40	TV ± 5
No. 30	18–21	TV ±5
No. 200	2.0–8.0	--

1/2-inch Coarse HMA Type A

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	—
1/2"	94–100	--
3/8"	70–90	--
No. 4	55–61	TV ± 5
No. 8	40–45	TV ± 5
No. 30	20–25	TV ± 5
No. 200	2.0–8.0	--

1/2-inch Medium HMA Type A		
Sieve sizes	TV limits	Allowable tolerance
3/4"	100	--
1/2"	95-100	--
3/8"	80-95	--
No. 4	59-66	TV ± 5
No. 8	43-49	TV ± 5
No. 30	22-27	TV ± 5
No. 200	2.0–8.0	--

39-2.02B(5) Reclaimed Asphalt Pavement- In Addition: Reclaimed Asphalt Pavement (RAP) may be used at your option. If RAP is used, you shall provide the proposed mix design and the quality control for all HMA that includes RAP, in accordance with the following requirements:

1. Contractor shall provide City with a mix design per California Test 384 for the proposed RAP HMA.
2. As part of City's evaluation of RAP HMA, Contractor and City shall perform bitumen ratio tests on at least six split samples of Contractor's RAP to establish correlation between respective binder ignition ovens.
3. RAP shall be processed from reclaimed Asphalt Concrete pavement only.
4. RAP pile(s) shall be separate from the stacker pile, not intermingled with other materials, and stored on smooth surfaces free from debris and organic material.
5. The project RAP pile shall be processed and mixed, identified, and of adequate quantity for the proposed project. "Live" piles shall not be permitted.
6. Contractor shall sample the RAP pile and determine the bitumen ratio (using same binder ignition oven used in #2 above) and provide the test results to the City at least one week prior to producing RAP HMA.
7. A minimum of three samples shall be tested for bitumen ratio for RAP pile of 1500 tons, or portion thereof.
8. RAP pile shall be mixed such that individual bitumen ratio test results of RAP pile so not vary more than +/- 0.5%.
9. During RAP HMA production, RAP shall be sampled by you off of the belt (into the batch plant), per method established by the City, and samples provided to the City.
10. Bitumen ratio of RAP sampled off of the belt shall be 4.0% minimum, as determined by City binder ignition oven. City shall select binder content for RAP HMA mix per Specifications.
11. RAP content shall be no more than 20% by dry aggregate mass in the HMA. If proposing a change in the RAP content, you shall notify the Engineer. If the content changes more than 5%, you shall submit a new mix design.

12. Moisture content of RAP pile shall be 4.0% maximum and shall be tested the day prior to the day of paving and tested/monitored during each day of HMA production.
13. RAP pile(s) shall be protected from exposure to moisture.
14. RAP HMA shall comply with all the specifications for HMA.
15. If batch mixing is used, RAP shall be kept separate from the virgin aggregate until both ingredients enter the weigh hopper or pugmill. After introduction to the pugmill and before asphalt binder is added, the mixing time for the virgin aggregate and RAP shall not be less than five seconds. After asphalt binder is added, the mixing time shall not be less than 30 seconds.
16. If continuous mixing is used, the RAP shall be protected from direct contact with the burner flame with a device such as a shield, separator, or second drum.
17. If any of the above criteria are not satisfied, or if the RAP HMA test result determined by the City are inconsistent, RAP HMA production shall stop for City projects until the issue(s) are corrected.

39-2.02B(6) Smoothness: Determine HMA smoothness with a straightedge or a profilograph. The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by you.

39-2.02B(7) Straightedge: The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and
   extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

39-2.02B(8) Profilograph: Under California Test 526, determine the zero (null) blanking band Profile Index (PI0) and must-grinds on the top layer of HMA Type A pavement. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane. A must-grind is a deviation of 0.3 inch or more in a length of 25 feet. You must correct must-grinds.
Profile pavement in the Engineer's presence. Choose the time of profiling. On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the PI0 must be at most 3 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the super elevation transitions, the PI0 must be at most 6 inches per 0.1-mile section.

Before the Engineer accepts HMA pavement for smoothness, submit written final profilograms. Submit 1 electronic copy of profile information in Microsoft Excel and 1 electronic copy of longitudinal pavement profiles in "erd" format or other ProVAL compatible format to the Engineer.

39-2.02B(9) Smoothness Correction: If the top layer of HMA Type A pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or place a layer of HMA. The Engineer must authorize your choice of correction before the work begins. Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph or a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straight edged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On all ground areas, apply fog seal coat per Standard Specifications Section 37-1, "Seal Coats."

39-2.02B(10) Acceptance Criteria Testing: The acceptance testing requirement for Sand Equivalent shall be 50 (minimum) for HMA surface and 45 (minimum) for HMA base. HMA shall meet the following requirements.

Aggregate Micro-Deval (ASTM D6928-10)[1]	Tensile Strength Ratio, TSR (ASTM D7870)[2]
≤16.0%	Not Required
16.1-18.0%	70 (minimum)
18.1-21.0%	80 (minimum)

[1] Asphalt concrete with an aggregate Micro-Deval loss greater than 21.0% shall be removed and replaced at your expense. In addition, no single source of HMA aggregate shall have a Micro-Deval loss greater than 21.0%.

[2] TSR testing shall be performed on re-compacted HMA (per ASTM D7870), obtained from field cores, and tested within 30 days of HMA placement. Specimens tested shall include 1 unconditioned sample, and 2 conditioned samples as follows:

a) 20.0 hour Adhesion cycle @ 60˚C
b) 3500 cycles @ 40 psi and 60˚C

A single TSR test shall not represent more than 750 tons of HMA. HMA not meeting the above requirements shall be removed and replaced at your expense.

Test sections shall be approved based on the attainment of 93% relative compaction and a satisfactory surface condition following final rolling. The number of coverages required shall be the minimum number required to obtain 93% relative compaction. Relative density shall be the ratio of in-place density (ASTM Test Method D2950) to test maximum density (California Test 309, Method of Test for Determining Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt) determined during production paving.

The HMA may be cored during paving of the test sections, and the in-place density for each test section shall be the average of three core densities determined per California Test 308.

39-2.02D Payment: **GlasGrid** shall be paid for at the contract price per **square yard**, which price shall include but not limited to full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved in placing the GlasGrid, tack oil, and no additional allowance shall be made therefor.

HMA Surface shall be paid for at the contract price per **Ton**, which price shall include but not limited to furnishing all labor, materials, maintenance, tools, hauling, equipment and doing all work involved in placing asphalt concrete surface and overlay, including tack coat, tapers, and overlay conforms, and no additional allowance will be made therefor.

HMA Base shall be paid for at the contract price per **Ton**, which price shall include but not limited to furnishing all labor, materials, maintenance, tools, hauling, equipment and doing all work involved in placing asphalt concrete base, tack coat, temporary tapers, and no additional allowance will be made therefor.

HMA Strip for the new curb ramp conforming to the existing surface shall be considered included under various contract items of work, and not additional compensation will be made.

39-8.03 Payment Adjustment for Price Index Fluctuations: The provisions of this section shall only apply to projects with over 100 tons of asphalt concrete as determined by the sum of the weight certificates of asphalt concrete surface, asphalt concrete base contract items, and asphalt concrete placed as permanent trench paving (see Section 39A).

This section applies to asphalt binder contained in materials for pavement structural sections such as HMA placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5% higher or lower than the price index at the time of bid.

The California Statewide Crude Oil Price Index is determined each month on or about the first business day of the month by the City using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.
If a company discontinues posting its prices for a field, the City determines the index from the remaining posted prices. The City may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:
http://www.dot.ca.gov/hq/construc/crudeoilindex/
If the adjustment is a decrease in payment, the City deducts the amount from the monthly progress payment.
The City includes payment adjustments for price index fluctuations when making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

If the work is not completed within the contract time, payment adjustments during the overrun period are determined using the California Statewide Crude Oil Price Index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50% or more over the price index at bid opening, notify the Engineer.
2. 100% or more over the price index at bid opening do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The City may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

SUBMITTALS
Before placing material containing asphalt binder, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.
Submit certified weight slips for HMA as specified in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

ASPHALT BINDER QUANTITIES
The Engineer calculates the quantity of asphalt binder in HMA using the following formula:

$$Qh = HMATT \times [Xa/(100 + Xa)]$$

where:

Qh =	quantity in tons of virgin asphalt binder used in HMA
HMATT =	HMA total tons placed
Xa =	Virgin asphalt binder content specified per section 39-2.01 expressed as percentage of the weight of dry aggregate

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within two months during one estimate period, the Engineer calculates two separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the two adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$PA = Qt \times A$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Qt = Sum of all quantities of asphalt binder in pavement structural sections.

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest $0.01.

For US Customary projects, use:

$A = [(Iu/Ib) - 1.05] \times Ib \times [1 + (T/100)]$

for an increase in the crude oil price index exceeding 5%

$A = [(Iu/Ib) - 0.95] \times Ib \times [1 + (T/100)]$

for a decrease in the crude oil price index exceeding 5%

Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted

timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

[Version 5/19/2025 JB2 STD2024]

56 SIGNS

56-2.01 Description: Existing traffic regulatory signs, sign posts, and hardware impacted during the demolition of the curb ramp work shall be temporarily removed and reinstated when the curb ramps are installed by you per Part II of the City Traffic Standards.

Regulatory signs shall be constructed with high-intensity prismatic sheeting.

Pedestrian Barricades shall be per the 2024 State Standard Plan, ES-7Q, Type 1, Detail C. Sleeve Post Detail (Detail E) shall be applied for the two footings. The barricade shall be 6 feet wide. The exact location of the pedestrian barricade depends on the location of the curb ramp where the center lines match. Pedestrian barricades shall be installed at the southeast part of College Ave and Monroe St, and at the back of the sidewalk over the retaining curb. Attention is directed to Section 87 of these Special Provision.

56-2.06 Payment: **Remove and Replace Signs and Posts** shall be paid for at the contract price **each**, which price shall include but is not limited to full compensation for furnishing all labor, tools, materials, equipment, and doing all the work involved in supplying and installing two threaded ends of the 2-inch sign pole, coupling & post extension (as needed). Signs and foundation, completed as specified herein, including excavating, off-hauling, coring sidewalk, backfill, concrete, and replacing landscaping, and no additional allowance shall be made therefor.

Pedestrian Barricade (6') shall be paid for at the contract price **each**, which price shall include but is not limited to full compensation for furnishing all labor, tools, materials, equipment, and doing all work involved in supplying the pedestrian barricade at the time when the newly modified curb ramp is being installed, and no additional compensation will be allowed therefor.

73 CONCRETE CURBS AND SIDEWALKS

73-1 General

73-1.01 General:
Provide control and weakened plane joint layout submittal to the Engineer for each curb ramp shown on the Plans with squares or 1 to 1.5 or less ratio, 2 weeks prior to construction of the curb ramp.

73-1.02D Color:
A pigment designed for coloring concrete shall be added to the concrete mix in a dosage to produce an equivalent color of adjacent concrete after 40 Working Days. The colored pigment shall be manufactured to mix into concrete and comply with ASTM C979.

73-2 Curbs

73-2.03 Construction:
Curb construction shall be in accordance with Section 73-1.05 of the City Standards.

Curb and gutter shall be constructed per City STD-241.

All concrete which is to be removed from curb, gutter, and driveway areas shall be removed to the nearest construction joint or as directed by the Engineer.

Curb and gutter and median curb shall be cured in accordance with the requirements of Section 90-1.03B of the Standard Specifications except that you may substitute a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

The existing triangular median island where College Ave meets 4th St, shall be removed and replaced to improve the existing alignment of all three crosswalks and to meet current ADA standards. Median island must be dowelled into the existing pavement. The height of the new median curb shall be 6-inches above the new pavement.

All oil, paint, tire marks, and other discoloring shall be removed from the curb and gutter by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting. Vandalism to uncured concrete surface shall be removed. If it cannot be removed from the surface, then the vandalized concrete shall be removed and replaced to the nearest score-mark.

No deduction in measured length of curb and gutter to be paid for will be made for curb openings for driveways.

Curb and gutter installation shall include the removal of a 24-inch wide Hot Mix Asphalt (HMA) pavement strip which runs along the lip of gutter. The HMA strip shall be saw cut neatly with removal of a minimum of 0.5 ft depth of the pavement section but not less than the depth of the existing HMA for conforming purposes.

73-3.03 Construction:

Sidewalk, gutter depression, gutter, median curb, curb ramp, and driveway shall be constructed in accordance with Section 73-1.07 of the City Standards.

PG&E, SBC and AT&T utility vaults, new bike racks, manholes and/or valves that conflict with the construction and/or use of the curb ramp shall be identified and their adjustments coordinated ahead of the baseline schedule by You for the appropriate agencies for adjustment in a timely manner to avoid impact on the progress and completion of the project.

At any vertical poles and base plates within the Work a ¼-inch expansion material shall be provided around the perimeter to reduce cracking. You shall also provide a minimum thickened edge surrounding the feature of 8-inches deep and 4-inches wide. Doweling at cold joint is also anticipated. Cold joint layout at these features shall be provided to the Engineer as a submittal.

Curb ramps shall be constructed at the locations specified in these Technical Specifications, in full compliance with the most stringent requirements of the ADA, California Building Code sections 11B-302.3, 11B-406.2, 11B-406.3, and 11B-406.5, as well as Caltrans Standard Plan A88A, with the exception that the ramp thickness shall be a minimum of 4 inches, and the ramp width shall be 48 inches. Sidewalk and curb ramp control/weakened plane joints shall be scored with a ¼" radius with no finished joint larger than ½" wide by ¼" deep. For purposes of payment, curb ramp will be measured from curb return to curb return and include the back of sidewalk curb as required and exclude the curb and gutter. The area of concrete beneath the detectable warning surface shall be paid for at the contract price per square foot of curb ramp.

Trees overhanging the public right-of-way within proposed curb ramp and adjacent sidewalk areas shall be evaluated in accordance with section 17 of the Technical Specifications and provide a minimum 7 feet of vertical clearance above the finished walking surface.

Notify the Engineer 10 days prior to removal of the ramp of all anticipated conflicts at specific locations. Scheduling a "pre-curb ramp installation walk through" with

the Engineer is recommended and can be requested or required by the City at the Preconstruction Meeting.

You are to confirm that the bottom of the traffic signal pole base plates are exposed and the grades of the ramp do not require raising or lowering of the traffic signal poles 2 weeks prior to Work in this section or submit a request for information per the Contract Documents. Base plates covered in concrete with not be accepted by the City.

You are to confirm that the Fire Hydrant flange bottom bolts are exposed and the grades of the ramp do not require raising or lowering of the Fire Hydrant 2 weeks prior to Work in this section or submit a request for information per the Contract Documents. Base plates covered in concrete with not be accepted by the City.

Replacement of Curb Ramps require flush transitions to the existing sidewalk. Dowels are required at the cold joints to existing concrete.

All cold joints are to have a minimum of three dowels.

Unless noted otherwise on the Project Plans, Sidewalk conform areas are to be a minimum of 5 foot long or to the next control joint by the width of the existing sidewalk.

Curb ramp detectable warning surfaces shall consist of prefabricated raised truncated domes constructed with curb ramps in conformance with the details shown on the plans and Caltrans Standard Plan A88 and these Technical Specifications. The detectable warning surface must be on the Caltrans Authorized Materials List, found here: https://dot.ca.gov/programs/engineering-services/authorized-materials-lists. The color of the detectable warning surface shall be yellow conforming to the Federal Standard 595C, Co. No. 33538. Prefabricated detectable warning surfaces shall be installed in accordance with the manufacturer’s recommendations.

The detectable warning surface tiles shall be protected from concrete splatter while installing the cast-in-place detectable warning surface into the PCC sidewalk by a temporary 4 mil plastic sheeting or approved equal. Fire hydrants and poles shall be cleaned of concrete splatter and curing compound within 24 hours. City shall have the right to impose a charge against Contractor in an amount equal to $100.00 per violation per day.

The finished surfaces of the detectable warning surface shall be free from blemishes. No cutting of the tiles shall be allowed. Installation shall be per manufacturer’s instructions or as directed by the engineer.

All concrete which is to be removed from sidewalk and driveway areas shall be removed to the nearest transverse score mark across the full width of sidewalk or construction joint or as directed by the Engineer.

Soft or spongy base or subgrade material shall be removed and replaced with suitable material as required by the Engineer.

Sidewalks, gutter depression, median curb, curb ramps, and driveways shall be cured in accordance with the requirements of Section 90-1.03B of the Standard Specifications except that you may substitute other than pigmented sealer upon approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from the Sidewalks, gutter depression, median curb, curb ramps, and driveways by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting. Vandalism to uncured concrete surface shall be removed. If it cannot be removed from the surface, then the vandalized concrete shall be removed and replaced to the nearest scoremark.

The sidewalk must be free from bird baths and chunks of missing aggregate inside the concrete. You must remove and replace these panels that the Engineer finds unacceptable.

Concrete with surface cracking exceeding a depth of 0.5 inches or 0.03 inches wide or a level change of 0.25 inches shall be removed and replaced at no additional cost to the City. Patching or any joint fillers are not allowed for repairs to damaged concrete.

Gutter Depression shall be constructed in accordance with City STD-243 Standard Valley Gutter.

73-3.04 Payment - Replace With:

Prices for **Curb and Gutter, Curb Ramp, Sidewalk, Driveway, Valley Gutter** and **Median Island Modification** shall include but not limited to furnishing, placing, and applying curing materials, clearing and grubbing, trimming trees overhanging the public right of way, detectable warning surface, forming, dowels, removing discoloring, labor, materials, tools, equipment, thickened edge, expansion material, constructing and planning joints, demolition, excavating, off hauling, disposal, backfilling, HMA Strip adjacent to concrete for forms, detectable warning surface, and doing all the work involved in construction complete in place and no additional allowance will be made therefor.

Curb and Gutter shall be paid for at the contract price per **linear foot** measured along the top face of the curb. HMA strip is considered included under this item.

Curb Ramp shall be paid for at the contract price per **square Foot** measured in the field.

Sidewalk shall be paid for at the contract price per **square foot** measured in the field. The Special Condition allowing “Increases or Decreases in unit price work” does not apply to Sidewalk.

Median Island Modification shall be paid for at the contract price per **square foot** measured in the field.

Valley Gutter shall be paid for at the contract price per **square foot** measured in the field.

Curb Ramp Table

REF #	Street	Cross Street	Quadrant	Caltrans Type
1	4th St	E St	SE	Case A
2	4th ST	E St	NW	Case B
3	4th St	Brookwood Ave	SW	Case A
4	Brookwood Ave	College Ave	SE	Case A
5	Brookwood Ave	College Ave	SW	Case C
6	Brookwood Ave	5th St	NW	Case G
7	Brookwood Ave	5th St	SW	Case G
8	Brookwood Ave	5th St	SE	Case C
9	Brookwood Ave	4th St	NE	Case B
10	Brookwood Ave	4th St	NW	Case B
12	Brookwood Ave	4th St	SE	Case A
13	Brookwood Ave	3rd St	NE	Case C
14	Brookwood Ave	3rd St	NW	Case B
15	Brookwood Ave	3rd St	SW	Case C
16	Brookwood Ave	3rd St	SE	Case C
17	Brookwood Ave	2nd St	NW	Case C
18	Brookwood Ave	2nd St	SW	Case C
20	Brookwood Ave	Sonoma Ave	NW	Case A
21	College Ave	E St	SE	Case A
22	College Ave	King St	NE	Case B
23	College Ave	North St	NE	Case C
24	College Ave	North St	NW	Case C
27	College Ave	Stewart	NW	Case A
28	College Ave	Monroe St	SE	Case C
29	College Ave	4th St	NE	Case F
30	College Ave	4th St	NW	Case C
31	Davis St	4th St	SW	Case B
32	Davis St	5th St	NW	Case A
33	Davis St	5th St	SW	Case A
34	Davis St	4th St	NW	Case A
35	South E St	Sonoma Ave	SE	Case A
36	South E St	Sonoma Ave	NE	Case B
37	South E St	Tupper St	NW	Case B
37	South E St	Tupper St	SW	Case B
39	South E St	Tupper St	SE	Case C

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3.01 General:

Raised pavement markers shall be placed at the locations shown on the Plans and in accordance with the applicable provisions of Section 81 of the Standard Specifications, these Technical Specifications, and the City of Santa Rosa Traffic Standards. Attention is directed to Section 15 “Existing Facilities” of these Technical Specifications.

81-3.02 Materials:

81-3.02B Nonreflective Pavement Markers:

All non-reflective pavement markers shall be ceramic.

81-3.02C Retroreflective Pavement Markers:

Blue reflective raised pavement markers are to be placed per City STD -857 for each fire hydrant within the construction limits of the project. Where a hydrant, whether existing or new, is located at the corner of two streets, a blue RPM shall be placed in each street.

81-3.03 Construction:

Existing raised pavement markers to remain, which are damaged by the Contractor, shall be replaced as determined by the Engineer, at the Contractor’s expense. This includes areas outside the immediate project limits.

The exact locations and limits of raised pavement markers will be determined in the field by the Engineer.

The Contractor shall provide, install and maintain temporary markers on the same day that the existing permanent markers are removed, or as directed by the Engineer, and maintain this delineation until new permanent markers are in place. Temporary markers on non-ground surfaces shall be plastic adhesive retroreflective delineators.

Existing raised pavement markers conflicting with the proposed striping shall be removed immediately prior to placement of new markers.

Holes left in the pavement due to the removal of raised pavement markers shall be filled with enough adhesive to replace any asphalt which comes off with the removal of the pavement marker, leaving a level driving surface.

Permanent raised pavement markers shall be installed within 5 days following pavement operations within that section of road or as directed by Engineer. Temporary markings shall be in place the same day of pavement operations.

Raised pavement markers shall be installed the day following pavement overlay.

81-3.04 Payment- Replace with: Prices for **Reflective Pavement Marker (Fire Hydrant)** shall include but not limited to furnishing, placing, removing existing markers, labor, materials, tools, equipment, demolition, off hauling, disposal, and doing all the work involved in construction complete in place and no additional allowance will be made therefor.

Reflective Pavement Marker (Yellow) shall be paid for at the contract price per **each** as counted complete in place.

82 SIGNS AND MARKERS

82-1.01 General:

This work shall consist of installation, removal, and relocation of roadside signs as shown on the plans, where directed by the Engineer, and shall conform to the City Standards and Specifications.

Signs and hardware which are not to be mounted on traffic signal mastarms or traffic signal poles shall be provided and installed by the Contractor at the locations shown on the plans per Part II of the City Traffic Standards.

Existing signs which are not on traffic signal mastarms or traffic signal poles shall be relocated as shown on the plans by the Contractor.

New signs and brackets to be mounted on traffic signal mastarms and traffic signal poles shall be provided and installed by the City. Contractor to coordinate this Work.

Existing signs on traffic signal mast arms and traffic signal poles will be relocated by the City. Contractor to coordinate this Work.

Where signs are shown on the plans as relocated or removed, the sign post and foundation shall be removed if no longer in use. Existing sign posts removed from sidewalks shall be ground flush with the existing sidewalk surface, and the void filled with grout.

Salvaged signs shall be returned to the City of Santa Rosa Sign Shop at 55 Stony Point Road. All poles being removed and not relocated shall become the property of the Contractor.

84 Markings

84-2 Traffic Stripes and Pavement Markings

84-2.01 General: Attention is directed to Section 12 “Temporary Traffic Control” and Section 15 “Existing Facilities” of these Special Provisions. Traffic stripes and pavement markings shall conform to the applicable provisions of Section 84 of the Standard Specifications, The City Traffic Standards, and these Special Provisions and shall be placed at the locations shown on the Plans.

Contractor shall provide and install temporary retro-reflective traffic stripes and pavement markings on the same day as the existing traffic stripes and pavement markings are removed or destroyed, or as directed by the Engineer, and maintain them until the new, permanent traffic stripes and pavement markings are in place.

Temporary striping on all ground surfaces shall be paint (white and/or yellow) with retro-reflective glass beads or an approved equivalent and shall be installed the same day as the existing permanent traffic striping is removed, or as directed by the Engineer. Temporary traffic striping shall be maintained until new permanent traffic striping is in place.

Existing pavement markings, including crosswalks, disturbed by construction activities shall be replaced in their entirety.

All traffic striping to be replaced shall match existing sections in kind unless approved by the Engineer.

Contractor shall remove all existing traffic striping and pavement marking in conflict with proposed improvements, as shown on the Plans, and as directed by the Engineer, and shall be responsible for the proper disposal of their grindings away from site work.

Permanent traffic stripes and pavement markings shall be installed after all iron has been raised for that particular street section, but no more than five days after final paving for that section of roadway or a 15% pay deduction may be leveed.

Existing traffic stripes and pavement markings to remain, which are damaged by the work shall be replaced at the contractor’s expense. This includes areas outside the immediate project limits.

Painted curbs which are damaged or replaced as part of the work shall be repainted to match existing conditions.

84-2.04 Payment - Replace With: Prices for Traffic Stripe, Pavement Markings, Double Traffic Stripe, Double Sprayable Thermoplastic Traffic Stripe, Double Painted Traffic Stripe, Double Warranty Tape Traffic Stripe, and Contrast Stripe shall include but not limited to furnishing, placing, removing existing, labor, materials, tools, equipment, demolition, off hauling, disposal, and doing all the work involved in construction complete in place and no additional allowance will be made therefor.

The quantity for a traffic stripe is the length measured along the line without deductions for gaps in the broken traffic strip. A double traffic stripe consisting of two stripes is measured as a single traffic stripe in one pass.

Yellow Thermoplastic Legends and Symbols shall be paid at the contract price **square foot**, which price shall include but not limited to full compensation for furnishing all labor, tools, materials, equipment, cat-tracking, and doing all the work involved in the installation of the thermoplastic, and no additional compensation will be allowed therefor.

White Thermoplastic Legends and Symbols shall be paid at the contract price **square foot**, which price shall include but not limited to full compensation for furnishing all labor, tools, materials, equipment, cat-tracking, and doing all the work involved in the installation of the thermoplastic, and no additional compensation will be allowed therefor.

4-inch White Thermoplastic (Parking Divider) shall be paid at the contract price **linear foot**, which price shall include but not limited to full compensation for furnishing all labor, tools, materials, equipment, cat-tracking, and doing all the work involved in the installation of the thermoplastic, and no additional compensation will be allowed therefor.

6-inch White Thermoplastic (Bike Lane) shall be paid at the contract price **linear foot**, which price shall include but not limited to full compensation for furnishing all labor, tools, materials, equipment, cat-tracking, and doing all the work involved in the installation of the thermoplastic, and no additional compensation will be allowed therefor.

8-inch White Thermoplastic (Channelizing Lane) shall be paid at the contract price **lineal foot**, which price shall include but not limited to full compensation for furnishing all labor, tools, materials, equipment, cat-tracking, and doing all the work involved in the installation of the thermoplastic, and no additional compensation will be allowed therefor.

12-inch Yellow Thermoplastic (Cross Walk) shall be paid at the contract price **linear foot**, which price shall include but not limited to full compensation for

furnishing all labor, tools, materials, equipment, cat-tracking, and doing all the work involved in the installation of the thermoplastic, and no additional compensation will be allowed therefor.

12-inch White Thermoplastic (Cross Walk) shall be paid at the contract price **linear foot**, which price shall include but not limited to full compensation for furnishing all labor, tools, materials, equipment, cat-tracking, and doing all the work involved in the installation of the thermoplastic, and no additional compensation will be allowed therefor.

Double Yellow Thermoplastic (Center Line) shall be paid at the contract price **linear foot**, which price shall include but not limited to full compensation for furnishing all labor, tools, materials, equipment, cat-tracking, and doing all the work involved in the installation of the thermoplastic, and no additional compensation will be allowed therefor.

Green Bike Lane Marking shall be paid at the contract price **linear foot**, which price shall include but not limited to full compensation for furnishing all labor, tools, materials, equipment, cat-tracking, and doing all the work involved in the installation of the thermoplastic, and no additional compensation will be allowed therefor.

[Updated: 5/20/2025 JB2 STD2024]

87 Electrical Systems

87-1.03F(2)(c)(ii) Detector Lead-in Cables

87-1.03F(2) Description: Traffic loop detector reconstruction shall conform to the requirements in Section 87-1.03F(2)(c)(ii), "Detector Lead-in Cables" of the Standard Specifications and these Special Provisions. All traffic detection systems that are damaged by your operations shall be replaced per Section 87-1.03F(2)(c)(ii), "Detector Lead-in Cables" of the Standard Specifications, Caltrans Standard Plan ES-5B (Type A) and per the City of Santa Rosa Traffic Standards. Damage to traffic detection systems shall require full replacement of loop systems with splicing at hand holes only.

87-2.05 Conduit: Conduit shall conform to Standard Specifications and Part IV-F of the City Traffic Standards.
Trenching depth shall be per Section 86-2.01 of these Special Provisions.

87-5 Detectors

87-5.01A Inductive Loop Detectors: Inductive loop detectors shall conform to Part IV-H of the City Traffic Standards.
Traffic loop detectors shall be reconstructed in kind at the locations determined in the field by the Engineer.

Advance detector loops shall be Type B per Caltrans Std. Plans.

Detector handholes shall be Type A installed per State STD.-ES-5D.

Any existing traffic signal detectors to remain that are damaged shall be replaced at your expense within five working days or as directed by the Engineer.
You shall notify the Engineer in writing 72 hours in advance of taking loop detectors out of service. If a loop detector is accidentally destroyed, you shall immediately notify the Engineer.

The functional test for each traffic signal detector loops shall consist of not less than 48 hours of continuous satisfactory operation. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 48 hours of continuous satisfactory operation is obtained.

Reconstruction of traffic loop detectors shall be measured and paid for as units from actual count, complete and in place. The loop detectors shall be tested to determine if they are operational. Payment for loop detector reconstruction shall

not be processed until the loop detectors are operational to the satisfaction of the Engineer.

87-8.10 Payment: Replace Traffic Detector to be installed as directed by the Engineer shall be paid for at the contract unit price **each**, which price shall include but not limited to full compensation for furnishing all labor, material, tools, equipment, and doing all work involved, including sawcutting the pavement, furnishing and installing cable and epoxy sealant, connecting to the traffic signal controller and testing, and no additional allowance shall be made therefor.

Install Detector Handhole shall be paid for at the contract unit price **each**, which price shall include but not limited to full compensation for furnishing all labor, material, tools, equipment, and doing all work involved including saw cutting the pavement, furnishing minor concrete, epoxy as needed, handhole enclosure and cover, and no additional compensation shall be made therefor.

90 Concrete

90-1.01C(6) Mix Design- In Addition: The proportions of the water, sand and aggregate shall be regulated so as to produce a plastic, workable and cohesive mixture.

90-1.01D(2) Cementitious Material Content- In Addition: Concrete shall contain a minimum of 564 pounds of cementitious material per cubic yard. The amount of cement by weight of the specified cementitious material shall be 75 to 85 percent.

90-1.01D(5) Compressive Strength: The 28 day compressive strength of concrete shall be 4000 pounds per square inch (psi) or greater.

90-1.01D(6) Curing Compound- In Addition: Concrete shall be cured per Section 90-1.03B of the Standard Specifications. Pigmented curing compound or any other material that will leave a noticeable residue shall not be allowed.

90-1.02E(2) Chemical Admixtures- Replace With: An admixture shall not be used to reduce the amount of cementitious material content.