**MOSS LANDING HARBOR DISTRICT**

**2025 MAINTENANCE DREDGE**

**PROJECT**

**June 03, 2025**



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# Notice Inviting Bids

**1.** **Bid Submission.** Moss Landing Harbor District (District”) will accept sealed bids for its 2025 Harbor Maintenance Dredging Project (“Project”), by or before July 8, 2025, at 2:00P.M, at its Harbor office, located at 7881 Sandholdt Rd. Moss Landing California, 95039 at which time the bids will be publicly opened and read aloud. Bids shall include: Unit cost per cubic yard for dredging, inclusive of equipment, pipelines (about 7000 feet), scow, labor, and materials; Lump sum for Capital Mobilization and Demobilization; Daily rate for standby time to include all equipment, labor, and materials.

**2. Project Information.**

**2.1** **Location and Description.** The Project is located at Moss Landing Harbor and is described as follows: Dredging specific areas within Moss Landing Harbor to include berthing areas, slips and channels, with disposal at the ocean site “SF 12”. The total quantity to be dredged is approximately of 80,300 cubic yards, which includes approximately 18,300 cubic yards as a one-foot overdredge budget and may be approximately 89,900 cubic yards with a bid additive option (see sheet C-103 of the plan drawings).

**2.2 Time for Final Completion.** The Project must be fully completed between June 1st and November 30, 2025 but the anticipated start date is provided solely for convenience. The District anticipates that the Work will begin on or about August 1, 2025, 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): Dredging Contractors.

**3.2 DIR Registration.** District 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 District’s website located at: [http://wwwmosslandingharbor.dst.ca.us](http://www/). A printed copy of the Contract Documents may be obtained from the District by email request to General Manager Tommy Razzeca at [razzeca@mosslandingharbor.dst.ca.us](mailto:razzeca@mosslandingharbor.dst.ca.us) or by U.S. Mail to the Districts Harbor office located at 7881 Sandholdt Rd. Moss Landing California, 95039,for a nonrefundable payment to District of $30.00.

**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 Moss Landing Harbor District, 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 District issues the Notice of Potential 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 Potential 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 District 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 percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

**10. 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.

By: Tommy Razzeca, General Manager

June 3, 2025

Publication Date: June 6, 2025 and June 13, 2025

END OF NOTICE INVITING BIDS

# Instructions to Bidders

Each Bid Proposal submitted to the District for its 2025 Maintenance Dredging 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 District in a sealed envelope, with all required forms and attachments, by or before the date and time 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 will be returned unopened. The District 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 the District. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

**1.2 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:**

2025 Maintenance Dredging Project

General Manager

7881 Sandholdt Rd.

Moss Landing Ca, 95039

Attn: Tommy Razzeca

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.3 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, **the** District 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 District is unable to confirm that the bidder is currently registered with the DIR, District may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)

**2.** **Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink 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 Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents, and any other required enclosures, as applicable.

**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.

**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 District, 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 Potential 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 Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.

**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 General Manager Tommy Razzeca, at [razzeca@mosslandingharbor.dst.ca.us](file:///C:/Users/Tommy%20Razzeca/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/BK69IJF7/razzeca@mosslandingharbor.dst.ca.us). Oral responses are not authorized and are not binding on the District. 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 District 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 District or the Project site without prior written authorization from District.

**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 the District 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 District no later than five Working Days before the scheduled bid opening. (See Section 5, above.) District expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by District.

**6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the District 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 District. 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 District’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 submitor 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, District reserves the right to issue addenda prior to bid time. Any addenda issued prior to the bid opening are part of the Contract Documents. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check District’s website periodically for any addenda or updates on the Project at: <http://www.mosslandingharbro.dst.ca.us>

**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 Potential 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 the District at 7881 Sandholdt Rd. Moss Landing Ca, 95039 or sent via email to

**razzeca@mosslandingharbor.**dst.ca.us before 5:00 p.m. no later than two Working Days following bid opening 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 District is open for normal business, and excludes weekends and holidays observed by District. 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 District, 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 District 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 District, 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.**District 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.** District 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 60 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 District’s expectations at the time the Notice Inviting Bids was first issued. District 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 District determines, in its sole discretion, the appropriate time for commencing the Work. The District expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the District 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 District’s issuance of the Notice of Potential Award to the successful bidder, the bidder must submit payment and performance bonds to District 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).** 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 District business license within <\_\_\_\_> days following District’s issuance of the Notice of Potential Award. Subcontractors must also obtain a District business license 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 District’s issuance of the Notice of Potential Award to the successful bidder, the bidder must submit to District 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.

END OF INSTRUCTIONS TO BIDDERS

# Bid Proposal

2025 Maintenance Dredging Project

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Bidder”) hereby submits this Bid Proposal to Moss Landing Harbor District for the above-referenced 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. Bidder waives any claims it might have against the District based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum: Date Received: Addendum: Date Received:

#01 \_\_\_\_\_\_\_\_\_\_\_\_\_ #05 \_\_\_\_\_\_\_\_\_\_\_\_\_

#02 \_\_\_\_\_\_\_\_\_\_\_\_\_ #06 \_\_\_\_\_\_\_\_\_\_\_\_\_

#03 \_\_\_\_\_\_\_\_\_\_\_\_\_ #07 \_\_\_\_\_\_\_\_\_\_\_\_\_

#04 \_\_\_\_\_\_\_\_\_\_\_\_\_ #08 \_\_\_\_\_\_\_\_\_\_\_\_\_

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

**3.1Examination 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.

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

**3.3Bidder 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.

**3.4Responsibility 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.

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

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

**4.2** **Submit Required Bonds.** Submit to District 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 District the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and

**4.4 Certificates of Reported Compliance.** Submit to the District 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. (See Section 16 of the Instructions to Bidders.)

**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 District and issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank name] in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_ A bid bond, using the Bid Bond form included with the Contract Documents, payable to District 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 #

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

District, State, Zip Phone

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

Contact Name Contact Email

END OF BID PROPOSAL

# Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid 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. The sum of all amounts entered in the “Extended Total Amount” column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

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)

| **BID ITEM NO.** | **ITEM DESCRIPTION** | **EST. QTY.** | **UNIT** | **UNIT**  **COST** | **EXTENDED TOTAL AMOUNT** |
| --- | --- | --- | --- | --- | --- |
| **1** |  |  |  | $ | $ |
| **2** |  |  |  | $ | $ |
| **3** |  |  |  | $ | $ |
| **4** |  |  |  | $ | $ |
| **5** |  |  |  | $ | $ |
| **6** |  |  |  | $ | $ |
| **7** |  |  |  | $ | $ |
| **8** |  |  |  | $ | $ |
| **9** |  |  |  | $ | $ |
| **10** |  |  |  | $ | $ |
| **11** |  |  |  | $ | $ |
| **12** |  |  |  | $ | $ |
| **13** |  |  |  | $ | $ |
| **14** |  |  |  | $ | $ |
| **15** |  |  |  | $ | $ |
| **16** |  |  |  | $ | $ |
| **17** |  |  |  | $ | $ |
| **18** |  |  |  | $ | $ |
| **19** |  |  |  | $ | $ |
| **20** |  |  |  | $ | $ |
| **21** |  |  |  | $ | $ |
| **22** |  |  |  | $ | $ |
| **23** |  |  |  | $ | $ |
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| **27** |  |  |  | $ | $ |
| **28** |  |  |  | $ | $ |
| **29** |  |  |  | $ | $ |
| **30** |  |  |  | $ | $ |
| **31** |  |  |  | $ | $ |
| **32** |  |  |  | $ | $ |
| **33** |  |  |  | $ | $ |
| **34** |  |  |  | $ | $ |
| **35** |  |  |  | $ | $ |
| **36** |  |  |  | $ | $ |
| **37** |  |  |  | $ | $ |
| **38** |  |  |  | $ | $ |
| **39** |  |  |  | $ | $ |
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| **41** |  |  |  | $ | $ |
| **42** |  |  |  | $ | $ |
| **43** |  |  |  | $ | $ |
| **44** |  |  |  | $ | $ |
| **45** |  |  |  | $ | $ |
| **46** |  |  |  | $ | $ |
| **47** |  |  |  | $ | $ |
| **48** |  |  |  | $ | $ |
| **49** |  |  |  | $ | $ |
| **50** |  |  |  | $ | $ |

\* Final Pay Quantity

TOTAL BASE BID: Items 1 through \_\_\_\_\_ inclusive: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL BASE WITH ADDITIVE OPTION BID: Items \_\_\_\_ 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.*

BIDDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

END OF BID SCHEDULE

# Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder’s total Base Bid,[[1]](#footnote-2) 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, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **DESCRIPTION**  **OF WORK** | **SUBCONTRACTOR NAME** | **CALIFORNIA CONTRACTOR LICENSE NO.** | **LOCATION OF BUSINESS** | **DIR REG. NO.** | **PERCENT**  **OF**  **WORK** |
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END OF SUBCONTRACTOR LIST

# 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [District], \_\_\_\_\_\_\_ [state].

s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name [print]

END OF NONCOLLUSION DECLARATION

# Bid Bond

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Bidder”) has submitted a bid, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_ (“Bid”), to Moss Landing Harbor District for work on the 2025 Maintenance Dredging Project. Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its surety (“Surety”), are bound to District 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 District in accordance with the terms of the Bid.

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

**2.1** **Contract.** The executed Contract, using the form provided by District 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 any other documents required by the Instructions to Bidders or Notice of Potential 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 District. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn:

Address:

District/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 60 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

# Bidder’s Questionnaire

2025 Maintenance Dredging Project

Within 48 hours following a request by the District, a bidder must submit to the District a completed, signed Bidder’s Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. District may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder’s qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

**Part A: General Information**

Bidder Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Bidder”)

Check One: \_\_\_ Corporation (State of incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

\_\_\_ Partnership

\_\_\_ Sole Proprietorship

\_\_\_ Joint Venture of:

\_\_\_ Other:

Main Office Address and Phone:

Local Office Address and Phone:

Website Address:

Owner of Business:

Contact Name and Title:

Contact Phone and Email:

Bidder’s California Contractor’s License Number(s):

Bidder’s DIR Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Part B: Bidder Experience**

1. How many years has Bidder been in business under its present business name? \_\_\_\_ years

2. Has Bidder completed projects similar in type and size to this Project as a general contractor?

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

3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or debarred from bidding under state or federal law?

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

If yes, provide additional information on a separate sheet regarding the disqualification or debarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or debarred, and the month and year in which the disqualification or debarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

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

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder’s past projects performed as general contractor as follows:

5.1 Six most recently completed public works projects within the last three years;

5.2 Three largest completed projects within the last three years; and

5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

6.1 Project name, location, and description;

6.2 Owner (name, address, email, and phone number);

6.3 Prime contractor, if applicable (name, address, email, and phone number);

6.4 Architect or engineer (name, email, and phone number);

6.5 Project and/or construction manager (name, email, and phone number);

6.6 Scope of work performed (as general contractor or as subcontractor);

6.7 Initial contract price and final contract price (including change orders);

6.8 Original scheduled completion date and actual date of completion;

6.9 Time extensions granted (number of days);

6.10 Number and amount of stop notices or mechanic’s liens filed;

6.11 Amount of any liquidated damages assessed against Bidder; and

6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

**Part C: Safety**

1. Provide Bidder’s Experience Modification Rate (EMR) for the last three years:

|  |  |
| --- | --- |
| Year | EMR |
|  |  |
|  |  |
|  |  |

2. Complete the following, based on information provided in Bidder’s CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

2.1 Number of lost workday cases: \_\_\_\_

2.2 Number of medical treatment cases: \_\_\_\_

2.3 Number of deaths: \_\_\_\_

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?

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

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder’s safety program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Title Email

**Part D: Verification**

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder’s Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder’s Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

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

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

Name and Title

END OF BIDDER’S QUESTIONNAIRE

# Contract

This public works contract (“Contract”) is entered into by and between Moss Landing Harbor District (“District”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”), for work on the 2025 Maintenance Dredging Project (“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\_\_\_, the District authorized award of this Contract to Contractor for the amount set forth in Section 4, below. The District has elected to include the following Project alternate(s) in the Contract: No alternates.

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

**2.12** Notice to Proceed; and

**2.13** The following: The following: California Coastal Commission Dredge permit issued February 7, 2019; State Water Board Water Quality Certification Number 32717WQ15 for maintenance dredging dated April 3, 2018; US Army Corps Dredge Permit dated March 25, 2019, Gahagan & Bryant February Survey, and Approximate Dredge Volumes Sheet.

**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, District 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.** The Project must be fully completed between June 1st and November 30, 2025. The District anticipates that the Work will begin on or about June 1, 2025, but the anticipated start date is provided solely for convenience and is neither certain nor binding.

**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, District will assess liquidated damages in the amount of $250 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from District’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.**District 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 District 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 District and are not entitled to participate in any health, retirement, or any other employee benefits from District.

**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:

**District:**

General Manager Tommy Razzeca

7881 Sandholdt Rd.

Moss Landing CA, 95039

831.633.5417

Attn: Tommy Razzeca

razzeca@mosslandingharbor.dst.ca.us

Copy to: Jeff Pritchard

pritchard@mosslandingharbor.dst.ca.us

**Contractor:**

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

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

District/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 District’s written consent. This Contract is binding on Contractor’s and District’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 Montrey 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 Monterey 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 District 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.

*[Signatures are on the following page.]*

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

**DISTRICT:** Approved as to form:

s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name, Title Name, Title

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

Moss Landing Harbor District and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) have entered into a contract for work on the 2025 Maintenance Dredging 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 District 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. District 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 Monterey County Superior Court, and no other place. Surety will be responsible for District’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 DISTRICT:**

s/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

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

Name, Title

END OF PAYMENT BOND

# Performance Bond

Moss Landing Harbor District and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) have entered into a contract for work on the 2025 Maintenance Dredging 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 District 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, the District 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 District to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which District is entitled under the terms of the Contract.

**5.** **Contractor** **Default.** Upon written notification from the District 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 District’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 District, 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 the District the amount of the District’s costs to have the remaining Work completed.

**6.** **Surety Default.** If Surety defaults on its obligations under the Bond, the District 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 Monterey County Superior Court, and no other place. Surety will be responsible for District’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 DISTRICT:**

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.

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

**District** means the municipality which has entered into the Contract with Contractor for performance of the Work, acting through its District Council, officers, employees, District Engineer, and any other authorized representatives.

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

**Claim** means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to District in accordance with the requirements of the Contract Documents, and which has been rejected by District, 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 District 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 Potential 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** means the individual, partnership, corporation, or joint venture that has signed the Contract with District to perform the Work.

**Day** means a calendar day unless otherwise specified.

**Design Professional** means the licensed individual(s) or firm(s) retained by District 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.

**District Engineer** means the designated Moss Landing Harbor District Engineer and his or her authorized delegee(s).

**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 District’s satisfaction, including all punch list items and any required commissioning or training, and has provided the District 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 District 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.

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

**Plans** means the District-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 District, if any.

**Project Manager** means the individual designated by District to oversee and manage the Project on District’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 District in the manner and format specified by District.

**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 District 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 District, 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.

**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 District is open for business, and does not include holidays observed by the District.

**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 District**.**

(A) ***District Council.*** The District 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 District Council, is responsible for administration of the Project on behalf of District, 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 District’s representative for daily administration of the Project on behalf of District. Unless otherwise specified, all of Contractor’s communications to District (in any form) will go to or through the Project Manager. District reserves the right to reassign the Project Manager role at any time or to delegate duties to additional District 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 District, may act on District’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 District, 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 District or specified in the Contract Documents. From the date of commencement of the Work until either the date on which District 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 District, 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 District. District’s approval of the superintendent is required before the Work commences. If District is not satisfied with the superintendent’s performance, District 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 District, 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 District, must attend a pre-construction conference, if requested by District, as well as weekly Project progress meetings scheduled with District. 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 District, 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 District, Contractor will permit review of and/or provide copies of any of these construction records.

(H) ***Responsible Party.*** Contractor is solely responsible to District 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 District’s written request, Contractor must promptly and permanently remove from the Project, at no cost to District, 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 District 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 District, 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 District, and any Extra Work performed without District’s prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from District, or within the time specified in District’s notice to correct, District 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 District elects to correct defective Work due to Contractor’s failure or refusal to do so, District 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 District property, in order to effectuate the correction, at no extra cost to District. Contractor’s warranty obligations under Section 11.2, Warranty, will not be waived nor limited by District’s actions to correct defective Work under these circumstances. Alternatively, District 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 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 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 District’s acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, District 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 District for reference at all times during construction of the Project.

2.3 Subcontractors**.**

(A) ***General.***All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. District 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 District business license 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 District. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and District, but District 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 District, subject to the prior rights of any surety, but only if and to the extent that District 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 District 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 District determines that a Subcontractor is unacceptable to District 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), District may request removal of the Subcontractor from the Project. Upon receipt of a written request from District to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to District, 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 District, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work**.**

(A) ***Concurrent Work.***District 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 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 District. To the full extent permitted by law, Contractor must hold harmless and indemnify District 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 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 District if work performed by others, including work or activities performed by District’s own forces, is operating to hinder, delay, or interfere with Contractor’s timely performance of the Work. District 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 District-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.

(C) ***Required Contents.*** Each submittal must 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).

(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.

(E) ***Effect of Review and Acceptance.*** Review and acceptance of a submittal by District 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 District is not an assumption of risk or liability by District.

(F) ***Enforcement.***Any Work performed or any material furnished, installed, fabricated or used without District’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 District, including costs for the Design Professional, Project Manager, or Inspector.

(G) ***Excessive RFIs.*** A RFI will be considered excessive or unnecessary if District determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. District’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 District, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If District 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 District. 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 District does not relieve Contractor of Contractor’s responsibility.

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

**2.8 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 District’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 District’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 District before proceeding further with the related Work. The RFI must notify District of the issue and request clarification, interpretation or direction. The Engineer’s clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining District’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 District’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 – Federal Contract Requirements (only if used);

(F) Special Conditions;

(G) General Conditions;

(H) Payment and Performance Bonds;

(I) Specifications;

(J) Plans;

(K) Notice of Potential Award;

(L) Notice Inviting Bids;

(M) Attachment A – Federal Bidding Requirements (only if used);

(N) Instructions to Bidders;

(O) Contractor’s Bid Proposal and attachments;

(P) the District’s standard specifications, as applicable; and

(Q) 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 Special Provisions.

3.3 Caltrans Standard Specifications**.** 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 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 or Special Provisions:

(A) ***Limitations.***The “General Provisions” of the Caltrans Standard Specifications, i.e., 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.

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

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

(1) Any reference to the “Engineer” is deemed to mean the District Engineer.

(2) Any reference to the “Special Provisions” is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the “Department” or “State” is deemed to mean District.

3.4 For Reference Only**.** Contractor is responsible for the careful review of any document, study, or report provided by District 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 District 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 District, any reference to standard specifications, technical specifications, or any District 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 District 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 District. 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 District 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 Potential 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 District, Contractor must substitute a surety acceptable to District. If Contractor fails to substitute an acceptable surety within the specified time, District may, at its sole discretion, withhold payment from Contractor until the surety is replaced to District’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 District 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 District, 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, and fees and costs of litigation or arbitration) (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. District 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 Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to District. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of District’s acceptance of the Project. 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 “VIII” or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, District 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 will not be construed to limit Contractor’s liability under this Contract or 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, 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 and completed operations, and broad form property damage, with limits of at least $2,000,000 per occurrence and at least $4,000,000 general aggregate. 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.

(2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least $2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(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 the statute. 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 be issued on an occurrence basis, providing coverage of at least $2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(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 District.

(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 advance written notice to District, unless due to non-payment of premiums, in which case ten days advance written notice must be made to District.

(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 District.

(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 District, 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. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or equivalent form(s) approved by the District.

(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.

(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.

(F) ***Deductibles and Self-Insured Retentions*.**  Any deductibles or self-insured retentions that apply to the required insurance (collectively, “deductibles”) in excess of $100,000 are subject to approval by the District’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 District’s Risk Manager determines that the deductibles are unacceptably high, at District’s option, Contractor must either reduce or eliminate the deductibles as they apply to District and all required Additional Insured; or must provide a financial guarantee, to District’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 District’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 District, 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. If District determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, District 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 District, in order to achieve a rate of progress satisfactory to District. If Contractor fails to comply with District’s directive in this regard, District may, at Contractor’s expense, separately contract for additional workers, materials, or equipment or use District’s own forces to achieve the necessary rate of progress. Alternatively, District 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. 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 District’s issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to District 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 District, 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).

(B) ***District’s Review of Schedules.*** District 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. District’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 District’s right to assess liquidated damages for Contractor’s unexcused failure to do so.

(C) ***Progress Schedules.***After District 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 District, for review and acceptance with each application for a progress payment, or when otherwise specified by District, 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 District 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 District has noted exceptions that are not corrected, District 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 District 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 District 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 District-accepted schedule unless otherwise directed by District. District’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 District’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 District-accepted progress or recovery schedule in its on-site office.

(G) ***Reservation of Rights.***District 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 District or others, or to facilitate District’s use of its property. 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, during District’s normal business hours, except as provided in the Special Conditions or as authorized in writing by District. District reserves the right to charge Contractor for additional costs incurred by District 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 District 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, District-approved 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 District, or outside agencies with jurisdiction over the Work; or

(11) District’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 District, 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 District. 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 District 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 District.

(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 District’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 District’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, District 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, District 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 District Council or its 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.*** District 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, District 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 District’s acceptance of the Project and will not operate as a waiver of District’s right to assess liquidated damages for Contractor’s Non-Excusable Delay in achieving Final Completion.

(E) ***Other Remedies.***  District’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. District 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)  ***District-Directed Changes.*** District 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 District-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and District 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 District 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 District-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 District 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 District. If Contractor refuses to perform the Work in dispute, District 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, District 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.*** District may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by District in accordance with the original Contract Documents, even if Contractor and District 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 promptly notify the Engineer in writing, specifically identifying 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 no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs (“Extra Work Report”). The Engineer will make any adjustments to Contractor’s Extra Work Report(s) based on the Engineer’s records of the Work. When an Extra Work Report(s) is agreed on and signed by both District and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day 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 District, 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 District, 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 District-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, District 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 District requests that Contractor propose the terms of a Change Order, unless otherwise specified in District’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 District’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 District 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 District’s form(s) for submitting all Change Order requests or proposals, unless otherwise specified by District.

(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 District-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 District’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 District 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%:

(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 direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or 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, District 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 District 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.

# Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes**.**

(A) ***Permits, Fees, and District Business License.***Contractor must obtain and pay for all permits, fees, and licenses required to perform the Work, including a District business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide District with copies of all records of permits and permit applications, payment of required fees, and any licenses 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 District 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 District 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 may 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, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(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 District’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 District’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.

(A) ***Offsite Acquisition.*** Unless otherwise provided by District, 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. Before using or occupying any property owned by a third party, Contractor must provide District 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 District harmless from any related liability, in a form acceptable to the District 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, or pedestrian traffic.

7.4 Signs**.** No signs may be displayed on or about District’s property, except signage which is required by Laws or by the Contract Documents, without District’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 District has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by District, 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, District’s property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for District, including damage related to Contractor’s failure to adequately secure the Work or any Worksite.

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

(2)District wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify District and establish a plan, subject to District’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 District’s request, any objects or material from the Project site that District 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, District 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.

(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 District 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 District.

(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 District 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 District’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 District of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to District 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 District.

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. 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 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 District 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) ***District-Provided.***If the Work includes installation of materials or equipment to be provided by District, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify District of any defects discovered in District-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. Contractor’s indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights.

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 District, 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 in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(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. District has sole discretion to determine whether a proposed substitution is equal, and District’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 District.

(F) ***Contractor’s Obligations.***District’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 District 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 Inspector 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. Neither District’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 District 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 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 District holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse District for the cost of the overtime inspection or testing. Such costs, including the District’s hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) ***Responsibility for Costs.***District will bear the initial cost of inspection and testing to be performed by independent consultants retained by District, 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 District’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. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by District.

(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, located in a suitably secluded area, subject to District’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.

1. ***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.).
2. ***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 waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If District determines that the dust control is not adequate, District may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.
3. ***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 District, 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 District 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.

1. ***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 all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, landscaping, 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. 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 District.

(F) ***Non-Compliance.*** If Contractor fails to comply with its maintenance and cleanup obligations or any District clean up order, District 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 District 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 District 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 District for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(B) ***Training.***Contractor or its Subcontractors must train District’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. District may withhold the estimated cost for District 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 District. 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 District in the Contract Documents, Contractor must immediately provide written notice to District and the utility. District 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 District’s failure to provide for removal or relocation of the utility facilities.

7.13 Notice of Excavation**.** Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein.

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 District 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) ***District Investigation.*** District will promptly investigate the conditions and if District 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, District will issue a Change Order.

(C) ***Disputes.*** In the event that a dispute arises between District and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by District, 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 District.

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 District 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, it 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, District will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify District 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. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor’s staking and grading and information provided by the Contract Documents. 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 District. If required by District, 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 District’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 District’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.

1. ***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”).
2. ***Contractor’s Obligations.*** If required for the Work, a copy of the Stormwater Permit is on file in District’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.

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 the 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.

# 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 District 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.***District 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. District 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**.** District 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. District 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, District may withhold or deduct an amount based on the District’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, District may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor’s failure to pay its Subcontractors and suppliers when payment is due, District 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, District may withhold or deduct an amount based on the District’s estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, District 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, District 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, District may withhold or deduct an amount based on the District’s cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by District, when accepted Shop Drawings are required before proceeding with the Work, District 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, District may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other fines, payments, or penalties assessed against the District relating to Contractor’s acts or omissions, including violations of Laws, District 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, District may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither District’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**.** District 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 District’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 District. 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 District’s legal counsel. If District 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 District’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 backcharges. 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 District’s governing body 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, District will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by District for the costs incurred in handling the stop notice claim, including attorneys’ fees and costs, as authorized by law.

(B) ***Joint Checks.***District reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if District 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 District 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 District 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, District 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 District 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 District exceeds the amount of Final Payment, District retains the right to recover the balance from Contractor or its sureties.

8.8 Release of Claims**.** District may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing District with a written waiver and release of all claims against District 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 District 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 District 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 District 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 District 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 District, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) ***Enforcement.*** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so 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 District of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to District 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 District.

(B) ***Legal Compliance.***Contractor’s safety program must comply with the applicable legal and regulatory requirements. Contractor must provide District 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 District determines, in its sole discretion, that any part of the Work or Project site is unsafe, District 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 District’s satisfaction. If Contractor fails to promptly take the required corrective measures, District 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 District’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 District. 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 District.

(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 District if, under the circumstances, there is inadequate time to seek prior authorization from the District.

# 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 District 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, District 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 District’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 District or by a third party retained by the District 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 District’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 District’s satisfaction.

(C) ***Acceptance.*** The Project will be considered accepted upon District Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case 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 District 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 all of the punch list items within the specified time, District may withhold up to 150% of District’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 District’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 (the “Warranty Period”), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. 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 District 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 District 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 District’s satisfaction.

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

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

11.3 Use Prior to Final Completion**.** District reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if District 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 District’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) ***District’s Responsibility.***District 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 District 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 District. 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 District in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by District.

(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 District.

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

(A)  ***Substantiation.*** The Claim must be submitted to District 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 District’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 District'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 each 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 District 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 District’s Response**.** District 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 District and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if District determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, District 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 District may have against the Claim.

(A) ***Additional Information.*** If additional information is thereafter required, it may be requested and provided upon mutual agreement of District and Contractor. 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 District 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 District’s written response, or District fails to respond within the specified time, within 15 days of receipt of District’s response or within 15 days of District’s failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify District 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 District of the dispute and demand 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, District 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 District’s principal office.

(C) ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, District 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 District 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 District issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, District 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**.** 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 District 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 District’s remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the District 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 District. 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 District, 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, District may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to District’s satisfaction.

(A) ***Notice of Suspension.*** Upon receipt of District’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 District’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.***  District’s right to suspend the Work will not give rise to a duty to suspend the Work, and District’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**.** District 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 District’s convenience. Upon notice by District pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by District 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**.** District 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; 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 District’s declaration that Contractor is in default due to a material breach of the Contract Documents, if District determines that the default is curable, District will afford Contractor the opportunity to cure the default within ten days of District’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, District may issue written notice to Contractor and its performance bond surety of District’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), District 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 District determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by District to complete the Work following termination, where “additional cost” means all cost in excess of the cost District would have incurred if Contractor had timely completed Work without the default and termination. In addition, District 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 District 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 District 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 District’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 District, 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 District of the total compensation to be paid by District.

(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**.** District reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

1. ***Compensation to Contractor.***  In the event of District’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 District 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 District of total compensation to be paid by District.

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, District 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 District.

(B) ***Submittals.***Unless otherwise specified in the notice of termination, Contractor must immediately submit to District 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 District’s instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with District’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 District 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 District’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 District.

(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 District 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 District 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**.** District’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 District. District’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 District.

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

**14.7 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 District and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Contract Documents. Copies of any funding agreement between District and a funding agency will be made available upon request.

**A. 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 District 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 District or funding agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**B. 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.

**C. 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.

**D 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 District 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 District and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview workers during working hours on the job.

**E. 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 District 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.

**F. 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 District, 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.

**G. 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 District, 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.

**H. Suspension and Debarment.** This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. 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 2 CFR Part 3000, subpart C, 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 District, 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.

**I. 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 provided at 44 CFR Part 18, Appendix A, and any disclosures, with the District. 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.

**J. 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>.

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**K. Domestic Preferences for Procurements.** The District 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.

END OF SPECIAL CONDITIONS

**Davis-Bacon Act Wage Determination**

General Decision Number: CA190018 05/03/2019 CA18

Superseded General Decision Number: CA20180029

State: California

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

Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings,

Madera, Mariposa, Merced, **Monterey**, San Benito, San Francisco,

San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and

Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not

include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does

not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage

of $10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor

must pay all workers in any classification listed on this wage

determination at least $10.60 per hour (or the applicable wage

rate listed on this wage determination, if it is higher) for

all hours spent performing on the contract in calendar year

2019. If this contract is covered by the EO and a

classification considered necessary for performance of work on

the contract does not appear on this wage determination, the

contractor must pay workers in that classification at least the

wage rate determined through the conformance process set forth

in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is

higher than the conformed wage rate). The EO minimum wage rate

will be adjusted annually. Please note that this EO applies to

the above-mentioned types of contracts entered into by the

federal government that are subject to the Davis-Bacon Act

itself, but it does not apply to contracts subject only to the

Davis-Bacon Related Acts, including those set forth at 29 CFR

5.1(a)(2)-(60). Additional information on contractor

requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/04/2019

1 02/01/2019

2 02/15/2019

3 02/22/2019

4 05/03/2019

\* ASBE0016-004 01/01/2019

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,

MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS &

TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA

CLARA COUNTIES

Rates Fringes

Asbestos Removal

worker/hazardous material

handler (Includes

preparation, wetting,

stripping, removal,

scrapping, vacuuming, bagging

and disposing of all

insulation materials from

mechanical systems, whether

they contain asbestos or not)

Area 1......................$ 28.20 9.27

Area 2......................$ 36.53 9.27

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\* ASBE0016-008 01/01/2019

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN

FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,

MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

Rates Fringes

Asbestos Workers/Insulator

(Includes the application of

all insulating materials,

Protective Coverings,

Coatings, and Finishes to all

types of mechanical systems)

Area 1......................$ 68.11 23.32

Area 2......................$ 43.81 31.22

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BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA

CLARA COUNTIES

AREA 2: REMAINING COUNTIES

Rates Fringes

BOILERMAKER

Area 1......................$ 43.28 37.91

Area 2......................$ 39.68 35.71

----------------------------------------------------------------

BRCA0003-001 08/01/2017

Rates Fringes

MARBLE FINISHER..................$ 32.60 15.31

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BRCA0003-003 08/01/2017

Rates Fringes

MARBLE MASON.....................$ 44.60 26.83

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BRCA0003-005 05/01/2017

Rates Fringes

BRICKLAYER

( 1) Fresno, Kings,

Madera, Mariposa, Merced....$ 38.45 21.22

( 7) San Francisco, San

Mateo.......................$ 42.34 25.83

( 8) Alameda, Contra

Costa, San Benito, Santa

Clara.......................$ 44.16 21.71

( 9) Calaveras, San

Joaquin, Stanislaus,

Toulumne....................$ 39.66 20.76

(16) Monterey, Santa Cruz...$ 39.51 23.49

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BRCA0003-008 09/01/2017

Rates Fringes

TERRAZZO FINISHER................$ 35.14 16.87

TERRAZZO WORKER/SETTER...........$ 44.11 26.36

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BRCA0003-011 04/01/2018

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San

Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

Rates Fringes

TILE FINISHER

Area 1......................$ 28.56 15.87

Area 2......................$ 25.60 14.30

Area 3......................$ 25.88 15.17

Tile Layer

Area 1......................$ 47.77 18.29

Area 2......................$ 42.67 16.81

Area 3......................$ 38.15 17.70

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CARP0022-001 07/01/2018

San Francisco County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 48.55 29.32

Journeyman Carpenter........$ 48.40 29.32

Millwright..................$ 48.50 30.91

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CARP0034-001 07/01/2018

Rates Fringes

Diver

Assistant Tender, ROV

Tender/Technician...........$ 47.65 32.52

Diver standby...............$ 52.61 32.52

Diver Tender................$ 51.82 32.52

Diver wet...................$ 97.17 32.52

Manifold Operator (mixed

gas)........................$ 56.82 32.52

Manifold Operator (Standby).$ 51.82 32.52

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

SATURATION DIVING:

The standby rate shall apply until saturation starts. The

saturation diving rate applies when divers are under

pressure continuously until work task and decompression are

complete. The diver rate shall be paid for all saturation

hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels,

or other enclosures where there is no vertical ascent, the

following premium shall be paid: Distance traveled from

entrance 26 feet to 300 feet: $1.00 per foot. When it is

necessary for a diver to enter any pipe, tunnel or other

enclosure less than 48" in height, the premium will be

$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications

within the diving crew (except dive supervisor) in a shift

are paid in the classification with the highest rate for

that shift.

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CARP0034-003 07/01/2017

Rates Fringes

Piledriver.......................$ 46.65 31.91

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CARP0035-007 07/01/2017

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa

Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San

Joaquin, Stanislaus, Tuolumne Counties

Rates Fringes

Modular Furniture Installer

Area 1

Installer I................$ 25.61 20.42

Installer II...............$ 22.18 20.42

Lead Installer.............$ 29.06 20.92

Master Installer...........$ 33.28 20.92

Area 2

Installer I................$ 22.96 20.42

Installer II...............$ 20.01 20.42

Lead Installer.............$ 25.93 20.92

Master Installer...........$ 29.56 20.92

Area 3

Installer I................$ 22.01 20.42

Installer II...............$ 19.24 20.42

Lead Installer.............$ 24.81 20.92

Master Installer...........$ 31.83 20.92

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CARP0035-008 08/01/2018

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa

Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced,

Stanislaus, Tuolumne Counties

Rates Fringes

Drywall Installers/Lathers:

Area 1......................$ 48.40 29.76

Area 2......................$ 42.52 29.76

Area 3......................$ 41.02 29.15

Area 4......................$ 41.67 29.76

Drywall Stocker/Scrapper

Area 1......................$ 24.20 17.29

Area 2......................$ 21.26 17.29

Area 3......................$ 20.51 16.88

Area 4......................$ 20.84 17.29

----------------------------------------------------------------

CARP0152-001 07/01/2018

Contra Costa County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 48.55 29.32

Journeyman Carpenter........$ 48.40 29.32

Millwright..................$ 48.50 30.91

----------------------------------------------------------------

CARP0152-002 07/01/2018

San Joaquin County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 42.67 29.32

Journeyman Carpenter........$ 42.52 29.32

Millwright..................$ 45.02 30.91

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CARP0152-004 07/01/2018

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 41.32 29.32

Journeyman Carpenter........$ 41.17 29.32

Millwright..................$ 43.67 30.91

----------------------------------------------------------------

CARP0217-001 07/01/2018

San Mateo County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 48.55 29.32

Journeyman Carpenter........$ 48.40 29.32

Millwright..................$ 48.50 30.91

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CARP0405-001 07/01/2018

Santa Clara County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 48.55 29.32

Journeyman Carpenter........$ 48.40 29.32

Millwright..................$ 48.50 30.91

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CARP0405-002 07/01/2018

San Benito County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 42.58 29.32

Journeyman Carpenter........$ 42.52 29.32

Millwright..................$ 45.02 30.91

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CARP0505-001 07/01/2018

Santa Cruz County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 42.67 29.32

Journeyman Carpenter........$ 42.52 29.32

Millwright..................$ 45.02 30.91

----------------------------------------------------------------

CARP0605-001 07/01/2018

Monterey County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 42.67 29.32

Journeyman Carpenter........$ 42.52 29.32

Millwright..................$ 45.02 30.91

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CARP0701-001 07/01/2018

Fresno and Madera Counties

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 41.32 29.32

Journeyman Carpenter........$ 41.17 29.32

Millwright..................$ 43.67 30.91

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CARP0713-001 07/01/2018

Alameda County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 48.55 29.32

Journeyman Carpenter........$ 48.40 29.32

Millwright..................$ 48.50 30.91

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CARP1109-001 07/01/2018

Kings County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter...................$ 48.40 29.32

Hardwood Floorlayer,

Shingler, Power Saw

Operator, Steel Scaffold &

Steel Shoring Erector, Saw

Filer.......................$ 41.32 29.32

Journeyman Carpenter........$ 41.17 29.32

Millwright..................$ 43.67 30.91

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ELEC0006-004 12/01/2018

SAN FRANCISCO COUNTY

Rates Fringes

Sound & Communications

Installer...................$ 40.52 3%+19.05

Technician..................$ 46.60 3%+19.05

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other

data systems or multiple systems which include control

function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by

their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75'

above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which

involve new or major remodel building construction, for

which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside

electrician.

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ELEC0006-007 06/01/2018

SAN FRANCISCO COUNTY

Rates Fringes

ELECTRICIAN......................$ 71.00 3%+31.215

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\* ELEC0100-002 03/01/2019

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

ELECTRICIAN......................$ 38.75 23.06

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ELEC0100-005 12/01/2018

FRESNO, KINGS, MADERA

Rates Fringes

Communications System

Installer...................$ 33.59 19.55

Technician..................$ 38.63 19.71

SCOPE OF WORK

Includes the installation testing, service and maintenance,

of the following systems which utilize the transmission

and/or transference of voice, sound, vision and digital for

commercial, education, security and entertainment purposes

for the following: TV monitoring and surveillance,

background-foreground music, intercom and telephone

interconnect, inventory control systems, microwave

transmission, multi-media, multiplex, nurse call system,

radio page, school intercom and sound, burglar alarms, and

low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone

interconnect systems, Telephone systems Nurse call systems,

Radio page systems, School intercom and sound systems,

Burglar alarm systems, Low voltage, master clock systems,

Multi-media/multiplex systems, Sound and musical

entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and

surveillance systems Video security systems, Video

entertainment systems, Video educational systems, Microwave

transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration

sensor systems Card access systems Access control systems,

Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE

INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO

THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and

Data Acquisition) PCM (Pulse Code Modulation) Inventory

Control Systems, Digital Data Systems Broadband and

Baseband and Carriers Point of Sale Systems, VSAT Data

Systems Data Communication Systems RF and Remote Control

Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding

Ladder-Rack for the purpose of the above listed systems).

Chases and/or nipples (not to exceed 10 feet) may be

installed on open wiring systems. Energy management

systems. SCADA (Supervisory Control and Data Acquisition)

when not intrinsic to the above listed systems (in the

scope). Fire alarm systems when installed in raceways

(including wire and cable pulling) shall be performed at

the electrician wage rate, when either of the following two

(2) conditions apply:

1. The project involves new or major remodel building trades

construction.

2. The conductors for the fire alarm system are installed in

conduit.

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ELEC0234-001 12/24/2018

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

Rates Fringes

ELECTRICIAN

Zone A......................$ 46.15 25.48

Zone B......................$ 54.23 25.73

Zone A: All of Santa Cruz, Monterey, and San Benito Counties

within 25 air miles of Highway 1 and Dolan Road in Moss

Landing, and an area extending 5 miles east and west of

Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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ELEC0234-003 12/01/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

Rates Fringes

Sound & Communications

Installer...................$ 40.02 19.75

Technician..................$ 46.02 19.75

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other

data systems or multiple systems which include control

function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by

their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75'

above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which

involve new or major remodel building construction, for

which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside

electrician.

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\* ELEC0302-001 02/25/2019

CONTRA COSTA COUNTY

Rates Fringes

CABLE SPLICER....................$ 60.48 26.06

ELECTRICIAN......................$ 53.76 25.86

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ELEC0302-003 12/01/2018

CONTRA COSTA COUNTY

Rates Fringes

Sound & Communications

Installer...................$ 38.42 19.70

Technician..................$ 44.18 19.88

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other

data systems or multiple systems which include control

function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by

their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75'

above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which

involve new or major remodel building construction, for

which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside

electrician.

----------------------------------------------------------------

ELEC0332-001 06/01/2018

SANTA CLARA COUNTY

Rates Fringes

CABLE SPLICER....................$ 75.35 35.491

ELECTRICIAN......................$ 65.52 35.196

FOOTNOTES: Work under compressed air or where gas masks are

required, orwork on ladders, scaffolds, stacks, "Bosun's

chairs," or other structures and where the workers are not

protected by permanent guard rails at a distance of 40 to

60 ft. from the ground or supporting structures: to be paid

one and one-half times the straight-time rate of pay.

Work on structures of 60 ft. or over (as described above):

to be paid twice the straight-time rate of pay.

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ELEC0332-003 12/01/2018

SANTA CLARA COUNTY

Rates Fringes

Sound & Communications

Installer...................$ 40.02 19.75

Technician..................$ 46.02 19.93

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other

data systems or multiple systems which include control

function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by

their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75'

above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which

involve new or major remodel building construction, for

which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside

electrician.

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ELEC0595-001 06/01/2018

ALAMEDA COUNTY

Rates Fringes

CABLE SPLICER....................$ 61.03 3%+35.72

ELECTRICIAN......................$ 54.25 3%+35.72

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ELEC0595-002 06/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

CABLE SPLICER....................$ 42.55 7.45%+24.58

ELECTRICIAN

(1) Tunnel work.............$ 38.85 7.45%+24.58

(2) All other work.........$ 37.00 7.45%+24.58

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ELEC0595-006 12/01/2018

ALAMEDA COUNTY

Rates Fringes

Sound & Communications

Installer...................$ 40.02 3%+18.96

Technician..................$ 46.02 3%+18.96

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other

data systems or multiple systems which include control

function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by

their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75'

above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which

involve new or major remodel building construction, for

which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside

electrician.

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ELEC0595-008 12/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

Communications System

Installer...................$ 33.59 3%+18.86

Technician..................$ 38.63 3%+18.86

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other

data systems or multiple systems which include control

function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by

their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75'

above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which

involve new or major remodel building construction, for

which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside

electrician.

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ELEC0617-001 06/01/2018

SAN MATEO COUNTY

Rates Fringes

ELECTRICIAN......................$ 61.00 34.62

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ELEC0617-003 12/01/2018

SAN MATEO COUNTY

Rates Fringes

Sound & Communications

Installer...................$ 40.02 19.93

Technician..................$ 46.02 19.93

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other

data systems or multiple systems which include control

function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by

their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75'

above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which

involve new or major remodel building construction, for

which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside

electrician.

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ELEC0684-001 12/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

ELECTRICIAN......................$ 38.29 3%+22.29

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC0684-004 12/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

Communications System

Installer...................$ 33.59 19.56

Technician..................$ 38.63 19.71

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other

data systems or multiple systems which include control

function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by

their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75'

above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which

involve new or major remodel building construction, for

which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside

electrician.

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ELEC1245-001 01/01/2019

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..$ 56.79 17.41

(2) Equipment specialist

(operates crawler

tractors, commercial motor

vehicles, backhoes,

trenchers, cranes (50 tons

and below), overhead &

underground distribution

line equipment)...........$ 45.36 16.24

(3) Groundman...............$ 34.68 15.86

(4) Powderman...............$ 49.55 3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,

Independence Day, Labor Day, Veterans Day, Thanksgiving Day

and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2019

Rates Fringes

ELEVATOR MECHANIC................$ 67.56 34.125+a+b

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly

rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,

Labor Day, Veterans Day, Thanksgiving Day, Friday after

Thanksgiving, and Christmas Day.

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ENGI0003-001 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1

RATES.

SEE AREA DEFINITIONS BELOW

Rates Fringes

OPERATOR: Power Equipment

(AREA 1:)

GROUP 1.....................$ 44.67 30.39

GROUP 2.....................$ 43.14 30.39

GROUP 3.....................$ 41.66 30.39

GROUP 4.....................$ 40.28 30.39

GROUP 5.....................$ 39.01 30.39

GROUP 6.....................$ 37.69 30.39

GROUP 7.....................$ 36.55 30.39

GROUP 8.....................$ 35.41 30.39

GROUP 8-A...................$ 33.20 30.39

OPERATOR: Power Equipment

(Cranes and Attachments -

AREA 1:)

GROUP 1

Cranes.....................$ 46.30 30.39

Oiler......................$ 36.63 30.39

Truck crane oiler..........$ 39.20 30.39

GROUP 2

Cranes.....................$ 43.79 30.39

Oiler......................$ 36.36 30.39

Truck crane oiler..........$ 38.98 30.39

GROUP 3

Cranes.....................$ 42.05 30.39

Hydraulic..................$ 38.32 30.39

Oiler......................$ 36.14 30.39

Truck Crane Oiler..........$ 38.71 30.39

GROUP 4

Cranes.....................$ 39.01 30.39

OPERATOR: Power Equipment

(Piledriving - AREA 1:)

GROUP 1

Lifting devices............$ 45.89 30.39

Oiler......................$ 36.63 30.39

Truck crane oiler..........$ 39.20 30.39

GROUP 2

Lifting devices............$ 44.07 30.39

Oiler......................$ 36.36 30.39

Truck Crane Oiler..........$ 38.98 30.39

GROUP 3

Lifting devices............$ 42.39 30.39

Oiler......................$ 36.14 30.39

Truck Crane Oiler..........$ 38.71 30.39

GROUP 4

Lifting devices............$ 40.62 30.39

GROUP 5

Lifting devices............$ 39.32 30.39

GROUP 6

Lifting devices............$ 37.98 30.39

OPERATOR: Power Equipment

(Steel Erection - AREA 1:)

GROUP 1

Cranes.....................$ 46.30 30.39

Oiler......................$ 36.63 30.39

Truck Crane Oiler..........$ 39.20 30.39

GROUP 2

Cranes.....................$ 43.79 30.39

Oiler......................$ 36.36 30.39

Truck Crane Oiler..........$ 38.98 30.39

GROUP 3

Cranes.....................$ 42.05 30.39

Hydraulic..................$ 38.32 30.39

Oiler......................$ 36.14 30.39

Truck Crane Oiler..........$ 38.71 30.39

GROUP 4

Cranes.....................$ 39.01 30.39

GROUP 5

Cranes.....................$ 35.13 30.39

OPERATOR: Power Equipment

(Tunnel and Underground Work

- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1....................$ 40.77 30.39

GROUP 1-A..................$ 43.24 30.39

GROUP 2....................$ 39.51 30.39

GROUP 3....................$ 38.18 30.39

GROUP 4....................$ 37.04 30.39

GROUP 5....................$ 35.90 30.39

UNDERGROUND:

GROUP 1....................$ 40.67 30.39

GROUP 1-A..................$ 43.14 30.39

GROUP 2....................$ 39.41 30.39

GROUP 3....................$ 38.08 30.39

GROUP 4....................$ 36.94 30.39

GROUP 5....................$ 35.80 30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a

Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);

Hydraulic excavator, 7 cu. yds. and over; Power shovels,

over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.

yds. up to 7 cu. yds.; Licensed construction work boat

operator, on site; Power blade operator (finish); Power

shovels, over 1 cu. yd. up to and including 7 cu. yds.

m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination

backhoe and loader over 3/4 cu. yds.; Continuous flight tie

back machine assistant to engineer or mechanic; Crane

mounted continuous flight tie back machine, tonnage to

apply; Crane mounted drill attachment, tonnage to apply;

Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2

cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;

Multiple engine scraper (when used as push pull); Power

shovels, up to and including 1 cu. yd.; Pre-stress wire

wrapping machine; Side boom cat, 572 or larger; Track

loader 4 cu. yds. and over; Wheel excavator (up to and

including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;

Combination backhoe and loader up to and including 3/4 cu.

yd.; Concrete batch plant (wet or dry); Dozer and/or push

cat; Pull- type elevating loader; Gradesetter, grade

checker (GPS, mechanical or otherwise); Grooving and

grinding machine; Heading shield operator; Heavy-duty

drilling equipment, Hughes, LDH, Watson 3000 or similar;

Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer

(mobile and grease rack); Mechanical finishers or spreader

machine (asphalt, Barber-Greene and similar); Miller

Formless M-9000 slope paver or similar; Portable crushing

and screening plants; Power blade support; Roller operator,

asphalt; Rubber-tired scraper, self-loading (paddle-wheels,

etc.); Rubber- tired earthmoving equipment (scrapers); Slip

form paver (concrete); Small tractor with drag; Soil

stabilizer (P & H or equal); Spider plow and spider puller;

Tubex pile rig; Unlicensed constuction work boat operator,

on site; Timber skidder; Track loader up to 4 yds.;

Tractor-drawn scraper; Tractor, compressor drill

combination; Welder; Woods-Mixer (and other similar Pugmill

equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination

slusher and motor operator; Concrete conveyor or concrete

pump, truck or equipment mounted; Concrete conveyor,

building site; Concrete pump or pumpcrete gun; Drilling

equipment, Watson 2000, Texoma 700 or similar; Drilling and

boring machinery, horizontal (not to apply to waterliners,

wagon drills or jackhammers); Concrete mixer/all; Person

and/or material hoist; Mechanical finishers (concrete)

(Clary, Johnson, Bidwell Bridge Deck or similar types);

Mechanical burm, curb and/or curb and gutter machine,

concrete or asphalt); Mine or shaft hoist; Portable

crusher; Power jumbo operator (setting slip-forms, etc., in

tunnels); Screed (automatic or manual); Self-propelled

compactor with dozer; Tractor with boom D6 or smaller;

Trenching machine, maximum digging capacity over 5 ft.

depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper;

Boom- type backfilling machine; Assistant plant engineer;

Bridge and/or gantry crane; Chemical grouting machine,

truck-mounted; Chip spreading machine operator; Concrete

saw (self-propelled unit on streets, highways, airports and

canals); Deck engineer; Drilling equipment Texoma 600,

Hughes 200 Series or similar up to and including 30 ft.

m.r.c.; Drill doctor; Helicopter radio operator;

Hydro-hammer or similar; Line master; Skidsteer loader,

Bobcat larger than 743 series or similar (with

attachments); Locomotive; Lull hi-lift or similar; Oiler,

truck mounted equipment; Pavement breaker, truck-mounted,

with compressor combination; Paving fabric installation

and/or laying machine; Pipe bending machine (pipelines

only); Pipe wrapping machine (tractor propelled and

supported); Screed (except asphaltic concrete paving);

Self- propelled pipeline wrapping machine; Tractor;

Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose

A-frame truck, non-rotating - under 15 tons; Cary lift or

similar; Combination slurry mixer and/or cleaner; Drilling

equipment, 20 ft. and under m.r.c.; Firetender (hot plant);

Grouting machine operator; Highline cableway signalperson;

Stationary belt loader (Kolman or similar); Lift slab

machine (Vagtborg and similar types); Maginnes internal

full slab vibrator; Material hoist (1 drum); Mechanical

trench shield; Pavement breaker with or without compressor

combination); Pipe cleaning machine (tractor propelled and

supported); Post driver; Roller (except asphalt); Chip

Seal; Self-propelled automatically applied concrete curing

mahcine (on streets, highways, airports and canals);

Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie

spacer; Tower mobile; Trenching machine, maximum digging

capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;

Brakeperson; Combination mixer and compressor

(shotcrete/gunite); Compressor operator; Deckhand; Fire

tender; Forklift (under 20 ft.); Generator;

Gunite/shotcrete equipment operator; Hydraulic monitor; Ken

seal machine (or similar); Mixermobile; Oiler; Pump

operator; Refrigeration plant; Reservoir-debris tug (self-

propelled floating); Ross Carrier (construction site);

Rotomist operator; Self-propelled tape machine; Shuttlecar;

Self-propelled power sweeper operator (includes vacuum

sweeper); Slusher operator; Surface heater; Switchperson;

Tar pot firetender; Tugger hoist, single drum; Vacuum

cooling plant; Welding machine (powered other than by

electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743

series or smaller, and similar (without attachments); Mini

excavator under 25 H.P. (backhoe-trencher); Tub grinder

wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over

100 tons; Derrick, over 100 tons; Derrick barge

pedestal-mounted, over 100 tons; Self-propelled boom-type

lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and

including 7 cu. yds.; Crane, over 45 tons up to and

including 100 tons; Derrick barge, 100 tons and under;

Self-propelled boom-type lifting device, over 45 tons;

Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu.

yd.; Cranes 45 tons and under; Self-propelled boom-type

lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck,

non-rotating over 15 tons; Truck-mounted rotating

telescopic boom type lifting device, Manitex or similar

(boom truck) over 15 tons; Truck-mounted rotating

telescopic boom type lifting device, Manitex or similar

(boom truck) - under 15 tons;

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;

Clamshell over 7 cu. yds.; Self-propelled boom-type lifting

device over 100 tons; Truck crane or crawler, land or barge

mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and

including 100 tons; Clamshell up to and including 7 cu.

yds.; Self-propelled boom-type lifting device over 45 tons;

Truck crane or crawler, land or barge mounted, over 45 tons

up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-

propelled boom-type lifting device 45 tons and under;

Skid/scow piledriver, any tonnage; Truck crane or crawler,

land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;

Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-

propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100

tons; Self-propelled boom-type lifting device over 45 tons

to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type

lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty

repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson;

Mucking machine (rubber tired, rail or track type); Raised

bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete

pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine

operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and

compressor (gunite); Compressor operator; Oiler; Pump

operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND

UNDERGROUND [These areas do not apply to Piledrivers and

Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS,

MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN

FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,

STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS

NOTED BELOW:

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MARIPOSA COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MONTEREY COUNTY:

Area 1: Remainder

Area 2: Southwestern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-008 07/01/2017

Rates Fringes

Dredging: (DREDGING:

CLAMSHELL & DIPPER DREDGING;

HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman...............$ 44.77 31.25

(2) Dredge Dozer; Heavy

duty repairman.............$ 39.81 31.25

(3) Booster Pump

Operator; Deck

Engineer; Deck mate;

Dredge Tender; Winch

Operator...................$ 38.69 31.25

(4) Bargeman; Deckhand;

Fireman; Leveehand; Oiler..$ 35.39 31.25

AREA 2:

(1) Leverman...............$ 46.77 31.25

(2) Dredge Dozer; Heavy

duty repairman.............$ 41.81 31.25

(3) Booster Pump

Operator; Deck

Engineer; Deck mate;

Dredge Tender; Winch

Operator...................$ 40.69 31.25

(4) Bargeman; Deckhand;

Fireman; Leveehand; Oiler..$ 37.39 31.25

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

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ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment

(LANDSCAPE WORK ONLY)

GROUP 1

AREA 1.....................$ 34.05 28.73

AREA 2.....................$ 36.05 28.73

GROUP 2

AREA 1.....................$ 30.45 28.73

AREA 2.....................$ 32.45 28.73

GROUP 3

AREA 1.....................$ 25.84 28.73

AREA 2.....................$ 27.84 28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade

work regardless of equipment used, and all equipment with a

rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with

a manufacturer's rating of 65 HP or less except equipment

covered by Group 1 or Group 3. The following equipment

shall be included except when used for finish work as long

as manufacturer's rating is 65 HP or less: A-Frame and

Winch Truck, Backhoe, Forklift, Hydragraphic Seeder

Machine, Roller, Rubber-Tired and Track Earthmoving

Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up

to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired

Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,

NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,

SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS

NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of

Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity

Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with

Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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IRON0377-002 01/01/2019

Rates Fringes

Ironworkers:

Fence Erector...............$ 32.58 23.41

Ornamental, Reinforcing

and Structural..............$ 39.00 32.05

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval

Reserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training

Center-Goldstone, San Clemente Island, San Nicholas Island,

Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine

Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,

Naval Post Graduate School - Monterey, Yermo Marine Corps

Logistics Center

$2.00 additional per hour at the following locations:

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

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LABO0067-002 12/01/2018

AREA "A" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND

SANTA CLARA COUNTIES

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA,

MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND

TUOLUMNE COUNTIES

Rates Fringes

Asbestos Removal Laborer

All Counties................$ 24.00 11.13

LABORER (Lead Removal)

Area A......................$ 31.81 22.71

Area B......................$ 30.81 22.71

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial

site clean-up; site preparation; removal of

asbestos-containing materials from walls and ceilings; or

from pipes, boilers and mechanical systems only if they are

being scrapped; encapsulation, enclosure and disposal of

asbestos-containing materials by hand or with equipment or

machinery; scaffolding; fabrication of temporary wooden

barriers; and assembly of decontamination stations.

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LABO0073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE

CLOSURE)

Escort Driver, Flag Person..$ 29.54 23.65

Traffic Control Person I....$ 29.84 23.65

Traffic Control Person II...$ 27.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0073-003 07/01/2018

SAN JOAQUIN COUNTY

Rates Fringes

LABORER

Mason Tender-Brick..........$ 31.20 22.20

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LABO0073-005 06/25/2018

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....................$ 37.82 24.11

GROUP 2.....................$ 37.59 24.11

GROUP 3.....................$ 37.34 24.11

GROUP 4.....................$ 36.89 24.11

GROUP 5.....................$ 36.35 24.11

Shotcrete Specialist........$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS)

Construction Specialist

Group.......................$ 30.49 23.20

GROUP 1.....................$ 29.79 23.20

GROUP 1-a...................$ 30.01 23.20

GROUP 1-c...................$ 29.84 23.20

GROUP 1-e...................$ 30.34 23.20

GROUP 1-f...................$ 30.37 23.20

GROUP 2.....................$ 29.64 23.20

GROUP 3.....................$ 29.54 23.20

GROUP 4.....................$ 23.23 23.20

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS)

(1) New Construction........$ 29.54 23.20

(2) Establishment Warranty

Period......................$ 23.23 23.20

LABORER (GUNITE)

GROUP 1.....................$ 29.75 22.31

GROUP 2.....................$ 29.25 22.31

GROUP 3.....................$ 28.66 22.31

GROUP 4.....................$ 28.54 22.31

LABORER (WRECKING)

GROUP 1.....................$ 29.79 23.20

GROUP 2.....................$ 29.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a

below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

Chainsaw; Laser beam in connection with laborers' work;

Cast-in- place manhole form setter; Pressure pipelayer;

Davis trencher - 300 or similar type (and all small

trenchers); Blaster; Diamond driller; Multiple unit drill;

Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement;

Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete

saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and 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-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of

type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive $

.25 per hour above their regular rate for all work

performed on underground structures not specifically

covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall

apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of

excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material

cleaner (jobsite only). The classification "material

cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

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LABO0073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (Plaster Tender).........$ 32.02 23.00

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

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LABO0261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE

CLOSURE)

Escort Driver, Flag Person..$ 20.54 23.65

Traffic Control Person I....$ 30.84 23.65

Traffic Control Person II...$ 28.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....................$ 37.82 24.11

GROUP 2.....................$ 37.59 24.11

GROUP 3.....................$ 37.34 24.11

GROUP 4.....................$ 36.89 24.11

GROUP 5.....................$ 36.35 24.11

Shotcrete Specialist........$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.......................$ 31.49 23.20

GROUP 1.....................$ 30.79 23.20

GROUP 1-a...................$ 31.01 23.20

GROUP 1-c...................$ 30.84 23.20

GROUP 1-e...................$ 31.34 23.20

GROUP 1-f...................$ 31.37 23.20

GROUP 2.....................$ 30.64 23.20

GROUP 3.....................$ 30.54 23.20

GROUP 4.....................$ 24.23 23.20

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction........$ 30.54 23.20

(2) Establishment Warranty

Period......................$ 24.23 23.20

LABORER (WRECKING - AREA A:)

GROUP 1.....................$ 30.79 23.20

GROUP 2.....................$ 30.64 23.20

Laborers: (GUNITE - AREA A:)

GROUP 1.....................$ 30.75 22.31

GROUP 2.....................$ 30.25 22.31

GROUP 3.....................$ 29.66 22.31

GROUP 4.....................$ 29.54 22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a

below.

---------------------------------------------------------

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-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of

type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive $

.25 per hour above their regular rate for all work

performed on underground structures not specifically

covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall

apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of

excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material

cleaner (jobsite only). The classification "material

cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

----------------------------------------------------------------

LABO0261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates Fringes

MASON TENDER, BRICK..............$ 35.37 20.70

FOOTNOTES: Underground work such as sewers, manholes, catch

basins, sewer pipes, telephone conduits, tunnels and cut

trenches: $5.00 per day additional. Work in live sewage:

$2.50 per day additional.

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LABO0261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates Fringes

PLASTER TENDER...................$ 34.70 23.11

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

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LABO0270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE

CLOSURE)

Escort Driver, Flag Person

Area A.....................$ 30.54 23.65

Area B.....................$ 29.54 23.65

Traffic Control Person I

Area A.....................$ 30.84 23.65

Area B.....................$ 29.84 23.65

Traffic Control Person II

Area A.....................$ 28.34 23.65

Area B.....................$ 27.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash

cushions.

----------------------------------------------------------------

LABO0270-004 06/25/2018

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

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....................$ 37.82 24.11

GROUP 2.....................$ 37.59 24.11

GROUP 3.....................$ 37.34 24.11

GROUP 4.....................$ 36.89 24.11

GROUP 5.....................$ 36.35 24.11

Shotcrete Specialist........$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2018

MONTEREY AND SAN BENITO COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick..........$ 31.20 22.20

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LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B)

Construction Specialist

Group.......................$ 30.40 23.20

GROUP 1.....................$ 29.79 23.20

GROUP 1-a...................$ 30.01 23.20

GROUP 1-c...................$ 29.84 23.20

GROUP 1-e...................$ 30.34 23.20

GROUP 1-f...................$ 30.37 23.20

GROUP 2.....................$ 29.64 23.20

GROUP 3.....................$ 29.54 23.20

GROUP 4.....................$ 23.23 23.20

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B)

(1) New Construction........$ 29.54 23.20

(2) Establishment Warranty

Period......................$ 23.23 23.20

LABORER (GUNITE - AREA B)

GROUP 1.....................$ 29.75 22.31

GROUP 2.....................$ 29.25 22.31

GROUP 3.....................$ 28.66 22.31

GROUP 4.....................$ 28.54 22.31

LABORER (WRECKING - AREA B)

GROUP 1.....................$ 29.79 23.20

GROUP 2.....................$ 29.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a

below.

---------------------------------------------------------

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-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of

type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive $

.25 per hour above their regular rate for all work

performed on underground structures not specifically

covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall

apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of

excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material

cleaner (jobsite only). The classification "material

cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

--------------------------------------------------------

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

----------------------------------------------------------

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

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LABO0270-010 06/25/2018

SANTA CLARA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.......................$ 31.49 23.20

GROUP 1.....................$ 30.79 23.20

GROUP 1-a...................$ 31.01 23.20

GROUP 1-c...................$ 30.84 23.20

GROUP 1-e...................$ 31.34 23.20

GROUP 1-f...................$ 30.37 23.20

GROUP 2.....................$ 30.64 23.20

GROUP 3.....................$ 30.54 23.20

GROUP 4.....................$ 24.23 23.20

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction........$ 30.54 23.20

(2) Establishment Warranty

Period......................$ 24.23 23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....................$ 30.75 22.31

GROUP 2.....................$ 30.25 22.31

GROUP 3.....................$ 29.66 22.31

GROUP 4.....................$ 29.54 22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....................$ 30.79 23.20

GROUP 2.....................$ 30.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a

below.

---------------------------------------------------------

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

Chainsaw; Laser beam in connection with laborers' work;

Cast-in- place manhole form setter; Pressure pipelayer;

Davis trencher - 300 or similar type (and all small

trenchers); Blaster; Diamond driller; Multiple unit drill;

Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement;

Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete

saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and 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-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of

type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive $

.25 per hour above their regular rate for all work

performed on underground structures not specifically

covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall

apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of

excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material

cleaner (jobsite only). The classification "material

cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

--------------------------------------------------------

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

----------------------------------------------------------

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

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LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

Rates Fringes

LABORER (Plaster Tender).........$ 34.70 21.22

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

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LABO0294-001 07/01/2018

FRESNO, KINGS AND MADERA COUNTIES

Rates Fringes

LABORER (Brick)

Mason Tender-Brick..........$ 31.20 22.20

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LABO0294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE

CLOSURE)

Escort Driver, Flag Person..$ 29.54 23.65

Traffic Control Person I....$ 29.84 23.65

Traffic Control Person II...$ 27.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....................$ 37.82 24.11

GROUP 2.....................$ 37.59 24.11

GROUP 3.....................$ 37.34 24.11

GROUP 4.....................$ 36.89 24.11

GROUP 5.....................$ 36.35 24.11

Shotcrete Specialist........$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.......................$ 30.49 23.20

GROUP 1.....................$ 29.79 23.20

GROUP 1-a...................$ 30.01 23.20

GROUP 1-c...................$ 29.84 23.20

GROUP 1-e...................$ 30.34 23.20

GROUP 1-f...................$ 30.37 23.20

GROUP 2.....................$ 29.64 23.20

GROUP 3.....................$ 29.54 23.20

GROUP 4.....................$ 23.23 23.20

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction........$ 29.54 23.20

(2) Establishment Warranty

Period......................$ 23.23 23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....................$ 29.75 22.31

GROUP 2.....................$ 29.25 22.31

GROUP 3.....................$ 28.66 22.31

GROUP 4.....................$ 28.54 22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....................$ 29.79 23.20

GROUP 2.....................$ 29.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a

below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

Chainsaw; Laser beam in connection with laborers' work;

Cast-in- place manhole form setter; Pressure pipelayer;

Davis trencher - 300 or similar type (and all small

trenchers); Blaster; Diamond driller; Multiple unit drill;

Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement;

Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete

saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and 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-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of

type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive $

.25 per hour above their regular rate for all work

performed on underground structures not specifically

covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall

apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of

excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material

cleaner (jobsite only). The classification "material

cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

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LABO0294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN

JOAQUIN, STANISLAUS & TUOLUMNE

Rates Fringes

Plasterer tender.................$ 32.02 23.00

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

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LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

LABORER (Plaster Tender).........$ 31.02 22.52

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

----------------------------------------------------------------

LABO0304-002 06/25/2018

ALAMEDA COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE

CLOSURE)

Escort Driver, Flag Person..$ 30.54 23.65

Traffic Control Person I....$ 30.84 23.65

Traffic Control Person II...$ 28.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0304-003 06/26/2017

ALAMEDA COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....................$ 36.60 24.83

GROUP 2.....................$ 36.37 24.83

GROUP 3.....................$ 36.12 24.83

GROUP 4.....................$ 35.67 24.83

GROUP 5.....................$ 35.13 24.83

Shotcrete Specialist........$ 37.12 24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

----------------------------------------------------------------

LABO0304-004 06/25/2018

ALAMEDA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.......................$ 31.49 23.20

GROUP 1.....................$ 30.79 23.20

GROUP 1-a...................$ 31.01 23.20

GROUP 1-c...................$ 30.84 23.20

GROUP 1-e...................$ 31.34 23.20

GROUP 1-f...................$ 30.37 23.20

GROUP 2.....................$ 30.64 23.20

GROUP 3.....................$ 30.54 23.20

GROUP 4.....................$ 24.23 23.20

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction........$ 30.54 23.20

(2) Establishment Warranty

Period......................$ 24.23 23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....................$ 30.75 22.31

GROUP 2.....................$ 30.25 22.31

GROUP 3.....................$ 29.66 22.31

GROUP 4.....................$ 29.54 22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....................$ 30.79 23.20

GROUP 2.....................$ 30.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a

below.

---------------------------------------------------------

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

Chainsaw; Laser beam in connection with laborers' work;

Cast-in- place manhole form setter; Pressure pipelayer;

Davis trencher - 300 or similar type (and all small

trenchers); Blaster; Diamond driller; Multiple unit drill;

Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement;

Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete

saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and 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-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of

type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive $

.25 per hour above their regular rate for all work

performed on underground structures not specifically

covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall

apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of

excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material

cleaner (jobsite only). The classification "material

cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

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LABO0304-005 05/01/2018

ALAMEDA COUNTY

Rates Fringes

Brick Tender.....................$ 35.37 20.70

FOOTNOTES: Work on jobs where heat-protective clothing is

required: $2.00 per hour additional. Work at grinders: $.25

per hour additional. Manhole work: $2.00 per day additional.

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LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates Fringes

Plasterer tender.................$ 34.70 23.11

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

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LABO0324-002 06/25/2018

CONTRA COSTA COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE

CLOSURE)

Escort Driver, Flag Person..$ 30.54 23.65

Traffic Control Person I....$ 30.84 23.65

Traffic Control Person II...$ 28.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash

cushions.

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LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....................$ 37.82 24.11

GROUP 2.....................$ 37.59 24.11

GROUP 3.....................$ 37.34 24.11

GROUP 4.....................$ 36.89 24.11

GROUP 5.....................$ 36.35 24.11

Shotcrete Specialist........$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.......................$ 31.49 23.20

GROUP 1.....................$ 30.79 23.20

GROUP 1-a...................$ 31.01 23.20

GROUP 1-c...................$ 30.84 23.20

GROUP 1-e...................$ 31.34 23.20

GROUP 1-f...................$ 30.37 23.20

GROUP 1-g...................$ 30.99 23.20

GROUP 2.....................$ 30.64 23.20

GROUP 3.....................$ 30.54 23.20

GROUP 4.....................$ 24.23 23.20

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

LABORER (GARDENERS,

HORTICULURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction........$ 30.54 23.20

(2) Establishment Warranty

Period......................$ 24.23 23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....................$ 30.75 22.31

GROUP 2.....................$ 30.25 22.31

GROUP 3.....................$ 29.66 22.31

GROUP 4.....................$ 29.54 22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....................$ 30.79 23.20

GROUP 2.....................$ 30.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a

below.

---------------------------------------------------------

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-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of

type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive $

.25 per hour above their regular rate for all work

performed on underground structures not specifically

covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall

apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of

excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade

checking in connection with pipelaying); Caulker; Bander;

Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including

repair of voids; Precast manhole setters, cast in place

manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material

cleaner (jobsite only). The classification "material

cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

--------------------------------------------------------

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

----------------------------------------------------------

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade

checking in connection with pipelaying); Caulker; Bander;

Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including

repair of voids; Precast manhole setters, cast in place

manhole form setters

----------------------------------------------------------------

LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

Rates Fringes

Brick Tender.....................$ 35.37 20.70

FOOTNOTES: Work on jobs where heat-protective clothing is

required: $2.00 per hour additional. Work at grinders: $.25

per hour additional. Manhole work: $2.00 per day additional.

----------------------------------------------------------------

LABO0324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates Fringes

Plasterer tender.................$ 37.14 22.32

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

----------------------------------------------------------------

LABO1130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE

CLOSURE)

Escort Driver, Flag Person..$ 29.54 23.65

Traffic Control Person I....$ 29.84 23.65

Traffic Control Person II...$ 27.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash

cushions.

----------------------------------------------------------------

LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....................$ 36.60 24.83

GROUP 2.....................$ 36.37 24.83

GROUP 3.....................$ 36.12 24.83

GROUP 4.....................$ 35.67 24.83

GROUP 5.....................$ 35.13 24.83

Shotcrete Specialist........$ 37.12 24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

----------------------------------------------------------------

LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick..........$ 31.20 22.20

----------------------------------------------------------------

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.......................$ 30.49 23.20

GROUP 1.....................$ 29.79 23.20

GROUP 1-a...................$ 30.01 23.20

GROUP 1-c...................$ 29.84 23.20

GROUP 1-e...................$ 30.34 23.20

GROUP 1-f...................$ 29.37 23.20

GROUP 2.....................$ 29.64 23.20

GROUP 3.....................$ 29.54 23.20

GROUP 4.....................$ 23.23 23.20

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction........$ 29.54 23.20

(2) Establishment Warranty

Period......................$ 23.23 23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....................$ 29.75 22.31

GROUP 2.....................$ 29.25 22.31

GROUP 3.....................$ 28.66 22.31

GROUP 4.....................$ 28.54 22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....................$ 29.79 23.20

GROUP 2.....................$ 29.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a

below.

---------------------------------------------------------

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-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of

type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. "Sewer cleaner" means any worker who

handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive $

.25 per hour above their regular rate for all work

performed on underground structures not specifically

covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall

apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of

excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work);

Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material

cleaner (jobsite only). The classification "material

cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

--------------------------------------------------------

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

----------------------------------------------------------

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building

materials)

----------------------------------------------------------------

LABO1130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN

JOAQUIN, STANISLAUS & TUOLUMNE

Rates Fringes

Plasterer tender.................$ 32.02 23.00

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

----------------------------------------------------------------

LABO1130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

LABORER (Plaster Tender).........$ 32.02 23.00

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

----------------------------------------------------------------

\* PAIN0016-001 01/01/2019

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA

CLARA, AND SANTA CRUZ COUNTIES

Rates Fringes

Painters:........................$ 42.67 24.03

PREMIUMS:

EXOTIC MATERIALS - $0.75 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

----------------------------------------------------------------

PAIN0016-003 01/01/2018

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA

CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN

JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes

Drywall Finisher/Taper

AREA 1......................$ 45.16 26.74

AREA 2......................$ 41.03 25.34

----------------------------------------------------------------

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO,

SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

Rates Fringes

SOFT FLOOR LAYER.................$ 48.60 27.43

----------------------------------------------------------------

\* PAIN0016-015 01/01/2019

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

COUNTIES

Rates Fringes

PAINTER

Brush.......................$ 33.68 20.24

FOOTNOTES:

SPRAY/SANDBLAST: $0.50 additional per hour.

EXOTIC MATERIALS: $1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level $2.00

additional per hour. 100 to 180 ft above ground or water

level $4.00 additional per hour. Over 180 ft above ground

or water level $6.00 additional per hour.

----------------------------------------------------------------

\* PAIN0016-022 01/01/2019

SAN FRANCISCO COUNTY

Rates Fringes

PAINTER..........................$ 46.29 24.03

----------------------------------------------------------------

PAIN0169-001 01/01/2018

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

Rates Fringes

GLAZIER..........................$ 35.00 26.26

----------------------------------------------------------------

\* PAIN0169-005 01/01/2019

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN

MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

Rates Fringes

GLAZIER..........................$ 50.03 28.19

----------------------------------------------------------------

\* PAIN0294-004 01/01/2019

FRESNO, KINGS AND MADERA COUNTIES

Rates Fringes

PAINTER

Brush, Roller...............$ 30.53 19.11

Drywall Finisher/Taper......$ 34.87 23.68

FOOTNOTE:

Spray Painters & Paperhangers recive $1.00 additional per

hour. Painters doing Drywall Patching receive $1.25

additional per hour. Lead Abaters & Sandblasters receive

$1.50 additional per hour. High Time - over 30 feet (does

not include work from a lift) $0.75 per hour additional.

----------------------------------------------------------------

PAIN0294-005 01/01/2018

FRESNO, KINGS & MADERA

Rates Fringes

SOFT FLOOR LAYER.................$ 31.49 20.48

----------------------------------------------------------------

\* PAIN0767-001 01/01/2019

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes

GLAZIER..........................$ 38.47 28.40

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day,

President's Day, Memorial Day, Independence Day, Labor Day,

Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50

per hour above the basic hourly rate at any elevation.

----------------------------------------------------------------

PAIN1176-001 01/01/2017

HIGHWAY IMPR0VEMENT

Rates Fringes

Parking Lot Striping/Highway

Marking:

GROUP 1.....................$ 34.41 16.31

GROUP 2.....................$ 29.25 16.31

GROUP 3.....................$ 29.59 16.31

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic

stripes and marking; hot thermo plastic; tape, traffic

stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

----------------------------------------------------------------

PAIN1237-003 10/01/2018

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE

COUNTIES:

Rates Fringes

SOFT FLOOR LAYER.................$ 36.81 21.51

----------------------------------------------------------------

PLAS0066-002 07/01/2017

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

Rates Fringes

PLASTERER........................$ 40.51 27.13

----------------------------------------------------------------

PLAS0300-001 07/01/2018

Rates Fringes

PLASTERER

AREA 188: Fresno...........$ 32.70 31.68

AREA 224: San Benito,

Santa Clara, Santa Cruz.....$ 32.88 31.68

AREA 295: Calaveras & San

Joaquin Couonties...........$ 32.70 31.68

AREA 337: Monterey County..$ 32.88 31.68

AREA 429: Mariposa,

Merced, Stanislaus,

Tuolumne Counties...........$ 32.70 31.68

----------------------------------------------------------------

PLAS0300-005 07/01/2017

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 33.49 23.67

----------------------------------------------------------------

PLUM0038-001 07/01/2018

SAN FRANCISCO COUNTY

Rates Fringes

PLUMBER (Plumber,

Steamfitter, Refrigeration

Fitter)..........................$ 72.00 41.94

----------------------------------------------------------------

PLUM0038-005 07/01/2018

SAN FRANCISCO COUNTY

Rates Fringes

Landscape/Irrigation Fitter

(Underground/Utility Fitter).....$ 61.20 30.17

----------------------------------------------------------------

PLUM0062-001 01/01/2019

MONTEREY AND SANTA CRUZ COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER............$ 43.05 33.44

----------------------------------------------------------------

PLUM0159-001 07/01/2018

CONTRA COSTA COUNTY

Rates Fringes

Plumber and steamfitter

(1) Refrigeration...........$ 59.42 35.94

(2) All other work..........$ 55.92 34.44

----------------------------------------------------------------

PLUM0246-001 01/01/2019

FRESNO, KINGS & MADERA COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER............$ 40.15 32.64

----------------------------------------------------------------

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

Rates Fringes

PLUMBER (PIPE TRADESMAN).........$ 13.00 10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well

as installation of corrugated metal piping for culverts in

connection with storm sewers and drains; Grouting, dry

packing and diapering of joints, holes or chases including

paving over joints, in piping; Temporary piping for dirt

work for building site preparation; Operating jack hammers,

pavement breakers, chipping guns, concrete saws and spades

to cut holes, chases and channels for piping systems;

Digging, grading, backfilling and ground preparation for

all types of pipe to all points of the jobsite; Ground

preparation including ground leveling, layout and planting

of shrubbery, trees and ground cover, including watering,

mowing, edging, pruning and fertilizing, the breaking of

concrete, digging, backfilling and tamping for the

preparation and completion of all work in connection with

lawn sprinkler and landscaping; Loading, unloading and

distributing materials at jobsite; Putting away materials

in storage bins in jobsite secure storage area; Demolition

of piping and fixtures for remodeling and additions;

Setting up and tearing down work benches, ladders and job

shacks; Clean-up and sweeping of jobsite; Pipe wrapping and

waterproofing where tar or similar material is applied for

protection of buried piping; Flagman

----------------------------------------------------------------

PLUM0342-001 07/01/2018

ALAMEDA & CONTRA COSTA COUNTIES

Rates Fringes

PIPEFITTER

CONTRA COSTA COUNTY.........$ 58.68 42.40

PLUMBER, PIPEFITTER,

STEAMFITTER

ALAMEDA COUNTY..............$ 58.68 42.40

----------------------------------------------------------------

PLUM0355-004 07/01/2018

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,

MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,

SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

Rates Fringes

Underground Utility Worker

/Landscape Fitter...........$ 27.10 16.30

----------------------------------------------------------------

PLUM0393-001 07/01/2018

SAN BENITO AND SANTA CLARA COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER...............$ 62.66 41.93

----------------------------------------------------------------

PLUM0442-001 01/01/2019

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

COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER............$ 42.25 30.64

----------------------------------------------------------------

PLUM0467-001 07/01/2018

SAN MATEO COUNTY

Rates Fringes

Plumber/Pipefitter/Steamfitter...$ 65.11 35.25

----------------------------------------------------------------

ROOF0027-002 01/01/2019

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

ROOFER...........................$ 28.21 14.21

FOOTNOTE: Work with pitch, pitch base of pitch impregnated

products or any material containing coal tar pitch, on any

building old or new, where both asphalt and pitchers are

used in the application of a built-up roof or tear off:

$2.00 per hour additional.

----------------------------------------------------------------

ROOF0040-002 09/21/2018

SAN FRANCISCO & SAN MATEO COUNTIES:

Rates Fringes

ROOFER...........................$ 39.88 18.72

----------------------------------------------------------------

ROOF0081-001 08/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates Fringes

Roofer...........................$ 39.40 17.58

----------------------------------------------------------------

ROOF0081-004 08/01/2018

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND

TUOLUMNE COUNTIES:

Rates Fringes

ROOFER...........................$ 39.40 17.58

----------------------------------------------------------------

ROOF0095-002 08/30/2018

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

Rates Fringes

ROOFER

Journeyman..................$ 42.59 18.89

Kettle person (2 kettles);

Bitumastic, Enameler, Coal

Tar, Pitch and Mastic

worker......................$ 44.59 18.89

----------------------------------------------------------------

\* SFCA0483-001 01/01/2019

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

COUNTIES:

Rates Fringes

SPRINKLER FITTER (FIRE)..........$ 63.52 31.17

----------------------------------------------------------------

SFCA0669-011 04/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,

SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE

COUNTIES:

Rates Fringes

SPRINKLER FITTER.................$ 38.85 21.87

----------------------------------------------------------------

SHEE0104-001 07/02/2018

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA

CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

Rates Fringes

SHEET METAL WORKER

AREA 1:

Mechanical Contracts

under $200,000.............$ 51.87 37.91

All Other Work.............$ 59.11 38.51

AREA 2......................$ 48.90 32.70

AREA 3......................$ 51.21 30.26

----------------------------------------------------------------

SHEE0104-003 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES:

Rates Fringes

SHEET METAL WORKER...............$ 40.34 32.80

----------------------------------------------------------------

SHEE0104-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes

SHEET METAL WORKER (Excluding

metal deck and siding)...........$ 38.40 35.69

----------------------------------------------------------------

SHEE0104-007 07/01/2018

FRESNO, KINGS, AND MADERA COUNTIES:

Rates Fringes

SHEET METAL WORKER...............$ 38.49 35.65

----------------------------------------------------------------

SHEE0104-015 07/01/2017

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN

MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

Rates Fringes

SHEET METAL WORKER (Metal

Decking and Siding only).........$ 37.53 32.10

----------------------------------------------------------------

SHEE0104-018 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN

JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes

Sheet metal worker (Metal

decking and siding only).........$ 39.93 32.70

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TEAM0094-001 07/01/2018

Rates Fringes

Truck drivers:

GROUP 1.....................$ 31.68 27.86

GROUP 2.....................$ 31.98 27.86

GROUP 3.....................$ 32.28 27.86

GROUP 4.....................$ 32.63 27.86

GROUP 5.....................$ 32.98 27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without

auger); Dumpcrete truck; Skid truck (debris box); Dry

pre-batch concrete mix trucks; Dumpster or similar type;

Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial

lift truck (mechanical tailgate); Utility and clean-up

truck: Use appropriate rate for the power unit or the

equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-

axle unit); Nipper truck (when flat rack truck is used

appropriate flat rack shall apply); Concrete pump truck

(when flat rack truck is used appropriate flat rack shall

apply); Concrete pump machine; Fork lift and lift jitneys;

Fuel and/or grease truck driver or fuel person; Snow buggy;

Steam cleaning; Bus or personhaul driver; Escort or pilot

car driver; Pickup truck; Teamster oiler/greaser and/or

serviceperson; Hook tender (including loading and

unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit

mixers, through 10 yds.; Water trucks, under 7,000 gals.;

Jetting trucks, under 7,000 gals.; Single-unit flat rack

(3-axle unit); Highbed heavy duty transport; Scissor truck;

Rubber-tired muck car (not self-loaded); Rubber-tired truck

jumbo; Winch truck and "A" frame drivers; Combination winch

truck with hoist; Road oil truck or bootperson;

Buggymobile; Ross, Hyster and similar straddle carriers;

Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit

mixers, over 10 yds.; Water trucks, 7,000 gals. and over;

Jetting trucks, 7,000 gals. and over; Vacuum trucks under

7500 gals. Trucks towing tilt bed or flat bed pull

trailers; Lowbed heavy duty transport; Heavy duty transport

tiller person; Self- propelled street sweeper with

self-contained refuse bin; Boom truck - hydro-lift or

Swedish type extension or retracting crane; P.B. or similar

type self-loading truck; Tire repairperson; Combination

bootperson and road oiler; Dry distribution truck (A

bootperson when employed on such equipment, shall receive

the rate specified for the classification of road oil

trucks or bootperson); Ammonia nitrate distributor, driver

and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water

pulls - DW 10's, 20's, 21's and other similar equipment

when pulling Aqua/pak or water tank trailers; Helicopter

pilots (when transporting men and materials); Lowbedk Heavy

Duty Transport up to including 7 axles; DW10's, 20's, 21's

and other similar Cat type, Terra Cobra, LeTourneau Pulls,

Tournorocker, Euclid and similar type equipment when

pulling fuel and/or grease tank trailers or other

miscellaneous trailers; Vacuum Trucks 7500 gals and over

and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low

bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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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 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) (ii)).

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The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than "SU" or

"UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is

based.

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WAGE DETERMINATION APPEALS PROCESS

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

be:

\* an existing published wage determination

\* a survey underlying a wage determination

\* a Wage and Hour Division letter setting forth a position on

a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage

payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

**END SPECIAL CONDITIONS**

**TECHNICAL SPECIFICATIONS**

**15.01 GENERAL**

A. SCOPE OF WORK

The work consists of 1.) hydraulic dredging of sediment from the Moss Landing Harbor District’s (Harbor) harbor area and disposing of the sediment at the ocean disposal site SF-12, and 2.) hydraulic dredging of sediment from Moss Landing Boat Works (MLBW) area and disposing of the sediment at the ocean disposal site SF-12(see contract drawings). The objective of the project is to dredge the following areas to the permitted depth listed below:

| **Dredge Unit** | **Design Dredge Elevation (ft MLLW)** | **1-Ft Design Overdredge Elevation (ft MLLW)** |
| --- | --- | --- |
| Moss Landing Boat Works | -12 | -13 |
| K Dock | -12 | -13 |
| MLML Dock | -12 | -13 |
| MBARI Dock | -12 | -13 |
| E Dock | -12 | -13 |
| F Dock | -12 | -13 |
| A Dock | -10 | -11 |
| B Dock | -10 | -11 |
| **Additive Options** | | |
| Moro Cojo Slough | -10 | -11 |
| Power Plant Intake Area | -10 | -11 |

A two-foot overdredge tolerance (first foot paid and second foot unpaid) will be allowed.

The work shall include furnishing all labor, materials, equipment,services, and performing all operations in connection with the dredging and disposal of the dredged material as indicated on the contract drawings, applicable permitting requirements, and/or specified herein.

B. PERMITS AND AUTHORIZATIONS

1. Permits

This project is within the jurisdiction of various regulatory agencies. The following is a list of those agencies and the permits that have been obtained.

|  |  |
| --- | --- |
| Agency | Permit No./Dredging Lease No. |
| U.S. Army Corps of Engineers (USACE) | 2002-263560 |
| Regional Water Quality Control Board (RWQCB) | 32717WQ15 |
| California State Lands Commission (SLC) | N/A |
| California Coastal Commission (CCC) | CDP# 3-16-0325 |

The Contractor shall comply with all project permit requirements and special conditions as listed in the environmental permits that have been and will be issued for this project. The Contractor cannot begin work until all permits have been reviewed, and proper notifications provided to agencies and the public.

Copies of these permits are included in the Appendix of these Special Provisions, and must be kept by the Contractor and be present onsite at all times during construction.

It is the Contractor’s responsibility to be aware of and abide by all of the provisions in these permits that are applicable to this dredging episode. Dredging operations shall cease immediately whenever violation of permit requirements occur. Operations shall not resume until methods of compliance have been approved by the appropriate regulatory agency.

Among the provisions stipulated in the applicable permits, the Contractor shall be especially aware that the environmental work window begins on June 1 and ends on November 30, and therefore dredging shall be completed within this timeframe. Additionally, the Contractor shall be aware that under Special Condition 3a of the CCC permit, a Biological Monitor shall conduct daily inspections prior to work initiation for southern sea otters and/or marine mammal pupping activity.

2. Authorizations to Begin Work

The Contractor shall submit to the USACE and CCC (with a copy to the Harbor) a dredging operation plan (DOP) for approval as prescribed in the permit. The DOP will include a pre-dredge survey that will be conducted by Harbor consultant. The Harbor will authorize commencement of work only after these items have been submitted and approved by the CCC and USACE.

C. CHARACTER OF MATERIAL

The material to be excavated from the Harbor Dock project areas is composed of sediment that has accreted over time. In 2019, the harbor area was dredged. Sediment quality testing performed in 2024 shows that with the exception of the MLBW dredge unit, the material to be dredged in the harbor is predominantly comprised of fine-grained sediments. The MLBW composite sample made from four individual sediment cores was 88.5% sand. The preceding information is for informational / bidding purposes, but Contractor shall assume that the material can be variable and no pricing adjustments will be allowed for variation in the dredged material.

D. DISPOSAL SITES

The Contractor shall utilize the San Francisco 12 Aquatic Disposal Site (SF-12) for the disposal of dredged sediments (center at latitude 36°48'04.84"N; longitude 121°47'25.84"W). The location of SF-12 is shown in the project plans. The Contractor shall follow all procedures and conditions of use per the permit conditions as listed in the USACE and CCC permits included in the Appendix of these Specifications. Results of this survey may restrict portions of the site from use.

E. ORDER OF WORK AND PROGRESS SCHEDULE: Dredge Operations Plan

See the following Special Provisions concerning order of work. The Contractor shall allow five (5) working days for review and approval of each of the following by the Harbor.

1. The Contractor shall submit a progress schedule in a form acceptable to the Harbor. The schedule shall clearly disclose the contractor’s proposed procedure and methods of operation.
2. The Contractor shall be required to submit to the Harbor, the CCC, and the USACE a Dredging Operations Plan (DOP) detailing:
3. The Contractor's business name, telephone number and the dredging site representatives.
4. The dredging equipment description, specifications.
5. U.S. Coast Guard approval of dredge equipment
6. Notification to Mariners 10 days prior to commencement of dredging. The method of dredging position control, indicating how vertical and horizontal position control will be maintained within three inches (3”).
7. The method of determining the electronic position of the dredge and slurry pipe during the entire dredging and disposal operation.
8. Summary of proposed dredging procedures and site clean-up plan.
9. A plan drawing showing the disposal site limit.
10. Timetable and sequencing for privately owned boats to be relocated. Contractor shall limit homeowners’ boat relocation inconvenience to 5 days maximum.
11. Method of refueling of floating plant equipment, boats, spill prevention, containment and clean-up plan.
12. Contractor shall include USACE, CCC and RWQCB permit numbers and project name on all dredge episode documentation.
13. Contractor shall be responsible to inform the Harbor, CCC, and the USACE of all proposed changes to the Dredging DOP.
14. For disposal of dredge material at SF-12 the Contractor shall maintain a Disposal Site Verification Log and Electronic Positioning Data Record for weekly submittal to the Harbor, CCC, and the Corps of Engineers.
15. Contractor shall be required to submit a Solid Debris and Chemical Waste Management Plan stating the disposal plan for solid waste, chemical waste and dredging spoils to the Harbor, CCC, and the USACE for approval prior to the start of his operations.
16. Contractor's Quality Control Plan for dredging operations and disposal.

No work may begin under the contract until the progress schedule has been approved by the Harbor, and the DOP has been approved as required in these Specifications. Time required for review and approval of this item shall not constitute a basis for time extension.

1. WORKING HOURS

Contractor’s working hours for engine-powered equipment used in dredging operations are during daylight hours (i.e. from one-hour before sunrise to one-hour after sunset), during the work window, or as directed by the Harbor. Contractor may mobilize vessels, perform grade checking and other non-engine use activities starting no earlier than 7:00 am. Working hours including engine use activities are between 8 a.m. and 6 pm M-F. Contractor’s working days for dredging and disposal of dredged material shall be between June 1 and November 30, 2025. Contractor may work overtime and/or weekends/holidays with written permission from the Harbor, and if approved, the Contractor shall pay the overtime hourly rate for a Harbor inspector, as determined by the Harbor. Penalties for working before the specifiied times on any day, without expressed written consent by the Harbor inspection personnel, shall be assessed against the contractor at $1000.00 per day.

1. INTERFERENCE WITH NAVIGATION

The Contractor will be allowed to temporarily obstruct navigation access through the work area as necessary to accommodate his operations; however, vessels shall be allowed to pass with no more than a sixty (60) minute delay.

H. CLEANUP

The Contractor shall be required to hose down all Harbor facility surfaces with water on a daily basis. The Contractor shall remove all mud, seaweed, trash, or other debris caused by his operation, from floats, docks, or other areas above the high tide by washing with water or other approved method. The project area shall be left in a neat and clean condition as approved by the Harbor upon completion of the project.

PAYMENT

Full compensation for complying with the above provisions of Section 1.01, General, shall be considered as included in the contract price for the various bid items and no separate payments will be made.

**15.02 CONDUCT OF WORK**

A. EQUIPMENT

The equipment shall be of sufficient size to meet the requirements of the work and shall be kept in efficient working condition at all times.

The Contractor is to use hydraulic or mechanical dredging methods to excavate the harbor project area. If hydraulic dredging methods will be used, the existing disposal pipeline conduit running under the jetty at the south end of the project site and connections shown on the drawings are to be used to slurry and transport the material from the harbor area to the SF-12 disposal site. The pipeline is 10 inches inside diameter and includes a mounting flange. The pipeline has been used for every dredge event for the past 20 years, and the last time the permanently installed pipeline was used was during the 2019 maintenance dredging event. Methods of pipeline installation and usage should be included in the DOP and approved by the Harbor prior to installation.

The Contractor shall position all equipment and barges such that they do not pose a navigational hazard. At the end of each working day, the Contractor shall position the equipment and barges such that interference with channel traffic will be minimized. Any of the aforementioned equipment which are positioned in the water shall be clearly marked so that they are visible 24 hours a day and in compliance with Coast Guard requirements. All equipment shall have sufficient lighting to allow for safe navigation by other users of the channel.

Contractor’s dredging equipment, used for this dredging work, shall have adequate capacity for removal and transport of material to complete the specified work within the available number of contract working days that occur within the permitted environmental work window.

B. TURBIDITY CURTAIN DEPLOYMENT

To prevent excessive turbidity within the channel, a floating turbidity curtain shall be deployed. The turbidity curtain shall be configured around the work area such that all dredging related turbidity is contained. The specific configuration shall be described in the DOP. The turbidity curtain material should be sturdy enough to prevent suspended sediments from passing through the curtain under any environmental conditions in which dredging will be performed. Contractor shall supply manufacturer’s specifications as a part of the DOP for approval by the regulatory agencies and as a requirement of the Episode Approval.

C. SIGNAL LIGHTS

Signal lights shall be installed and maintained at locations where any equipment may have low visibility and/or pose a hazard to night-time navigation of the waterway(s).

D. TIDE GAUGES

The Contractor shall set tide gauges at various locations near the project area so that a tide gauge is visible at all times to the equipment operator.

E. STAKING

The Harbor shall approve the staking or layout for dredging prior to the beginning of dredging.

F. TOLERANCE (QUALITY ASSURANCE)

The final dredged bottom perimeter shall not deviate from the perimeter shown on the plans by more than two (2) feet. The bottom elevation shall be no higher than the two-foot overdredge elevation threshold indicated on the plans. The shoreline side slope shall be no steeper than the values indicated on the typical cross sections.

If the post-dredge survey reveals any dredging outside of these tolerances, the Contractor shall do all necessary work to bring the dredge area and/or channel into compliance at the Contractor’s expense.

G. PROTECTION OF EXISTING STRUCTURES

Reasonable and proper care in the execution of the work shall be used to assure that existing structures lying within or adjacent to the work area are not damaged by the Contractor’s operations including the moving or mooring of equipment. The Contractor shall be responsible for correcting any and all damage resulting from operations caused by variation in location and/or depth or dredging from that indicated or permitted under the contract. Contractor is responsible for any damages to shoreline landscape and improvements caused by dredging activities.

Operations shall cease immediately if adjacent piers, aprons, wharfs or other structures appear to be in danger, and notify the Harbor. Do not resume operations until directed to do so. Notify the Harbor of any unforeseen conditions.

To the Harbor’s satisfaction, repair all damage caused by the dredging operations to restore the site to its previous condition at no cost to the Harbor. If not repaired to the Harbor’s satisfaction, the Harbor will estimate cost of repairs and deduct from Contractor’s payment.

H. OBSTRUCTIONS

Contractor shall notify the Harbor in advance of dredge operations whether any moveable obstructions (e.g. docks) will need to be relocated. If there is an unforeseen obstruction that needs to be relocated after commencement of dredge operations, the Contractor shall get approval from the Harbor (5) calendar days prior to relocation.

The designated representatives of the Harbor:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Tommy Razzeca** |  | **Scott Bodensteiner** |
|  | **831-633-2461** |  | **415-748-2193** |
|  |  |  |  |

The cost for moving the dock and associated structures to complete dredging operations is the responsibility of the Contractor and no additional compensation will be allowed.

I. ARTIFICIAL OBSTRUCTIONS

Appropriate caution should be taken, and the appropriate debris removal measures and equipment should be used when dredging in areas where remnants and debris from Harbor tenant operations may exist. Such remnants and debris have been observed prior to the previous dredging episode on the shoreline bank behind the Rogers Bay Fresh Dock. Aside from these remnants, the Harbor has no knowledge regarding the presence of other obstructions including utility crossings, wrecks, wreckage, cables, piers, other artificial obstructions or materials of such size or type which might necessitate the need for special equipment and/or unique operations.

J. MISPLACED MATERIAL

If the Contractor, during the progress of the work, should lose, dump, throw overboard, sink, or misplace any material, equipment, machinery, or appliance, the Contractor shall recover and remove such with the utmost dispatch. The Contractor shall also give immediate notice, with description and location of such obstructions to the Harbor and marina staff, and when required shall mark or buoy such obstruction until it is removed. Should the Contractor delay, neglect, or refuse compliance with this requirement, such obstruction may be marked and/or removed by other forces, and the cost of such marking and or/removal will be deducted from monies due or to become due the Contractor or may be recovered through the Contractor’s bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 15, 19, and 20 of the River and Harbor Act of March 3, 1899.

K. DISPOSAL OF DREDGED MATERIAL

The Contractor shall dispose of dredged material at SF-12 aquatic disposal site in accordance with the requirements of the USACE and CCC permits included in the Appendix of these Specifications, and the requirements of the U.S. EPA. The location of the SF-12 disposal site is shown in the project plans, and described in Section 1.01 D.

L. WATER POLLUTION CONTROL

The Contractor shall not pollute the waters of the harbor, beaches, or the bay with fuels, oils or any other materials, which would have an adverse effect on aquatic life or its habitat or degrade water quality to the detriment of any protected beneficial use. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State and local regulations concerning pollution of the harbor, beaches or the bay. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in the project or adjacent areas. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area.

M. REMOVAL OF EQUIPMENT

Upon completion and acceptance of the work, the Contractor shall promptly remove all equipment including, but not limited to buoys, piles, and other markers placed during the course of work in navigable waters or onshore.

N. INSPECTION

The Harbor shall examine the Contractor’s record of work performed, check dredged depths, tide gauges, and stakes, as well as the dredged material disposal operation. The Contractor shall provide transportation to and from the dredging operations and equipment for Harbor and other regulatory agencies’ representatives as required.

The presence of the Harbor staff shall not relieve the Contractor of any responsibility for the proper execution of the work.

PAYMENT

Full compensation for complying with the provisions of Section 1.02, Conduct of Work, shall be considered as included in the contract price for the specified bid items, and no separate payment will be made.

**15.03 MOBILIZATION AND DEMOBILIZATION**

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; including field office and operations which must be performed or costs incurred prior to beginning work on the various contract items.

Demobilization shall consist of removing all personnel, equipment, field office, supplies and other incidentals from the project site upon completion of the work.

PAYMENT

Full compensation for mobilization and demobilization shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

**15.04 DREDGING**

Dredging shall consist of excavating (by hydraulic dredging or mechanical dredging methods) the dredge template areas as shown on the plans and specified herein, transporting the dredged material to the designated disposal areas (SF-12), utilizing the disposal areas to dispose of dredged material, and any other work as necessary to complete the project. The location of SF-12 disposal site is defined in the project plans.

Dredging shall be conducted in such a way that the channel bottom within the specified dredge boundary is relatively uniform and formed to the required line and grade with stable side slopes as shown on the plans. All materials dredged shall become property of the Contractor, and shall be removed from the job site and disposed of in a legal manner by the Contractor.

If hydraulic dredging methods are to be used, dredged material will be slurried through the HDPE pipe in the harbor area, attached to the harbor pipeline conduit connection point, and pumped offshore to SF-12. Solid debris, man-made objects and dredge material caught in the hydraulic cutter head shall be removed for subsequent off-loading to an upland disposal site by the Contractor at no additional cost to the Harbor.

Shore stabilization materials such as rip/rap should be avoided to the greatest extent feasible. Where rip/rap materials are inadvertently removed during the dredging operations, every attempt should be made to return such rip/rap to the shoreline where it originated.

1. DREDGE DEPTH
2. Depth of dredging shall be based on Mean Lower Low Water (MLLW). The project areas shall be dredged to the prescribed depths (MLLW) as indicated on the plans. The maximum overdredge depth allowed shall be 2 feet. Payment is included for the first 1 foot of overdredge depth. No payment will be made for overdredging beyond 1-foot from the design dredging depth.
3. Contractor shall dredge to the elevations shown on the plans, and shall remove all sloughed materials that fall into the finished dredged areas
4. Any over dredging in excess of 2’ below design elevations as specified above, will result in a deduction from the Contractor’s Final Payment.
5. The Contractor is responsible for all re-dredging as required to meet the prescribed depths, as stated in Section 1.02 F above, at no additional cost to the Harbor.
6. UNDERWATER OBSTRUCTIONS

If the Contractor discovers underwater obstructions, the Contractor shall immediately give the Harbor written notification of the existence of such obstruction. Where the Harbor determines that the removal of the obstruction is essential to accommodate the project improvement, the Contractor shall remove the obstruction. Payment for removing underwater obstructions not shown on the plans shall be made by extra work as provided for in Section "Modifications" of the Standard Specifications.

1. NOISE

Provide state-of-the-art mufflers, silencers and noise control features for all equipment in compliance with Air Quality Control Board regulations and other agency requirements applicable to Harbor operations.

1. POSITIONING DATA REHARBORING

Contractor shall record and maintain Electronic Positioning Data Records. These records are to be submitted weekly to the Harbor, CCC, and the USACE.

1. SPILL PREVENTION

No material shall be permitted to overflow or spill from the hydraulic dredge barge, mechanical barge, bins or scow during dredge operations Contractor shall maintain strict overflow control in accordance with RWQCB and CDFW requirements.

1. SEQUENCING

The Harbor dredge project is comprised of multiple dredge units. As such, construction sequencing is expected to be necessary.

MEASUREMENT

The pre-dredge survey of the site will be performed no more than 60 days before and no less than 20 days before dredging commences.. Post-dredge surveys shall be taken no more than 14 days after completion of dredging at the site.

A pre-dredge survey will be conducted by the Harbor consultant and is required to be submitted to and approved by the Harbor, CCC, and USACE by the Contractor as part of the DOP before work can commence. A post-dredge survey will be conducted by the Contractor and is required to be submitted to the Harbor by the Contractor before retention will be released. The pre- and post-dredge surveys shall be conducted by a licensed land surveyor using Class 1 hydrographic survey methods and accuracies outlined in the USACE’s HYDROGRAPHIC SURVEYING MANUAL (EM 1110-2-1003, October 1994). Based on the pre-dredge survey, the Harbor consultant will calculate the estimated dredge volume. The post-dredge survey will be submitted in a format acceptable to the Harbor and approved by a licensed surveyor to assure that the Contractor has achieved the design depth within the tolerances stated in Section 1.02 F of these Technical Specifications. An additional post-dredge survey will be conducted by the Harbor consultant to confirm achievement of the design specifications, If additional dredging is required after the post-dredge survey has been performed due to deficient dredging then the post-dredge survey must be updated to include this additional dredging.

PAYMENT

The pay quantity for dredging will be measured by the cubic yard and will be calculated by computing the volume between the original grade as indicated by the pre-dredge survey and the post-dredge grade design as indicated by the post-dredge survey using the average end area method. This is a final pay quantity and includes only one (1) foot of overdredge below the design elevations. No additional payment will be made unless the dimensions as shown on the Plans are changed by the Harbor. Any material from areas dredged deeper than the allowable 2-foot overdredge limit will be deducted from the total dredge quantity, as will those dredge quantities from outside the designated dredge perimeter. The cost of the post-dredge survey and any required subsequent updates to the post-dredge survey shall be included in the price per cubic yard for dredging and no separate payment will be made. This final pay quantity for dredging shall include furnishing all labor, materials equipment, and surveying necessary to complete the work as shown on the Plans and specified herein.

END OF TECHNICAL SPECIFICATIONS

*[Copy onto District letterhead]*

Sent via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <insert delivery method, e.g., certified mail or FedEx>

<Date>

<Contractor representative name and title>

<Contractor business name>

<Contractor address>

<Contractor email>

Re: NOTICE OF POTENTIAL AWARD

<\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_> Project

Dear <Contractor representative name>:

I am pleased to inform you of the intent to recommend that the District Council or its authorized designee award the Contract for the above-referenced Project (“Project”) to <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_> (“Contractor”) for the Contract Price of $<\_\_\_\_\_\_\_\_\_\_\_\_\_>, based on Contractor’s Bid Proposal submitted on <\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_>.

A copy of the Contract accompanies this Notice. Contractor must execute <\_\_\_> copies of the enclosed Contract and return the wet-inked copies to my attention, accompanied by the required Payment Bond and Performance Bond, insurance certificates and endorsements, and valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, as required under the California Air Resources Board’s In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.), if applicable, no later than ten days from the date of this Notice of Potential Award, above.

Failure to execute and return the enclosed Contract and required bonds, insurance documentation, and valid Certificates of Reported Compliance within the specified time could result in forfeiture of Contractor’s bid security. This Notice of Potential Award does not bind the District to award the Contract. The District, acting through its District Council or authorized designee, reserves the right to reject any or all bids, and the right to decline to award the Contract, notwithstanding any staff recommendation.

Unless expressly authorized or required to engage in any pre-construction activities, such as preparing submittals, Contractor must not commence Work until directed by the Notice to Proceed and will not be entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed.

Please acknowledge receipt of this Notice of Potential Award by signing the attached Acknowledgement of Notice of Potential Award, as indicated, and transmitting the Acknowledgement to my office via email at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <Email Address*>*. Do not hesitate to contact me if you have any questions in this regard.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_<Name>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_<Title>

Enclosure

**Acknowledgement of Notice of Potential Award**

On behalf of <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_> (“Contractor”), I acknowledge receipt of the Notice of Potential Award for the 2025 Maintenance Dredging Project:

s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

*[Copy onto District letterhead]*

Sent via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <insert delivery method, e.g., certified mail or FedEx>

<Date>

<Contractor representative name and title>

<Contractor business name>

<Contractor address>

<Contractor email>

Re: NOTICE TO PROCEED

2025 Maintenance Dredging Project

Dear <Contractor representative name>:

By this letter, <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_> (“Contractor”) is notified to proceed with its Work for the above-referenced Project (“Project”), as required by the Contract Documents. Contractor should start the Work on or before <\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_> (“Start Date”), and must achieve Final Completion within <\_\_\_\_\_\_\_> calendar days from the Start Date.

[Optional: Contractor and its first-tier Subcontractors must attend a mandatory pre-construction conference on <date> at <time> at <address/location>. The following document(s) must be submitted to the Project Manager at \_\_\_\_\_\_\_\_\_\_\_ <email address>, no later than <\_\_\_\_\_\_\_, 20\_\_>: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <list required documents, e.g., baseline schedule, subcontracts, submittal schedule, schedule of values, etc.>]

A copy of the fully executed Contract is enclosed for your files.

Please acknowledge receipt of this Notice to Proceed by signing the attached Acknowledgement of Notice to Proceed, as indicated, and transmitting the Acknowledgement to my office via email at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <Email Address>. Do not hesitate to contact me if you have any questions in this regard.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_<Name>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_<Title>

Enclosure

**Acknowledgement of Notice to Proceed**

On behalf of <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_> (“Contractor”), I acknowledge receipt of the Notice to Proceed for the <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_> Project:

s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Recording Requested By:

District of \_\_\_\_\_\_\_\_\_\_\_

When Recorded Mail To:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <name, title>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <street address>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <District, state and zip>

EXEMPT FROM RECORDING FEES PER

GOVERNMENT CODE § 27383

SPACE ABOVE THIS LINE IS FOR RECORDER’S USE

**NOTICE OF COMPLETION**

Civil Code §§ 9204 and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the agent of the owner of the Project described below.

2. Owner’s full name is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“District”)

3. District’s address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. The nature of District’s interest in the Project is:

\_\_ Fee Ownership \_\_ Lessee \_\_ Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Construction work on the Project performed on District’s behalf is generally described as follows: <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>.

6. The name of the original Contractor for the Project is: <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_> located at <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>.

7. The Project was accepted as complete on: <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_>.

8. The Project is located at: <\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

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

Date and Place Signature

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

Name and Title

*EXEMPT FROM NOTARY ACKNOWLEDGMENT REQUIREMENTS PER GOVERNMENT CODE § 27287 AND CIVIL CODE § 9208*

1. For street or highway construction, this requirement applies to any subcontract of $10,000 or more. [↑](#footnote-ref-2)