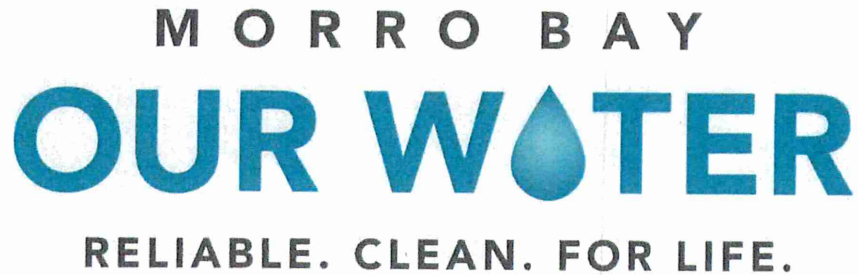


DOCUMENTS FOR THE CONSTRUCTION OF
CITY OF MORRO BAY
**WATER RECLAMATION FACILITY LIFT STATION AND
OFFSITE PIPELINES**



**VOLUME 1: BIDDING AND CONTRACT
DOCUMENTS
(DIVISION 00)**

JUNE 2020

BID SET

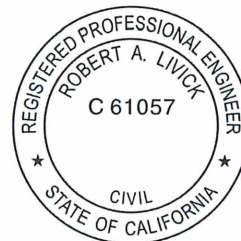


WATERWORKS
ENGINEERS

WATER WORKS ENGINEERS, LLC.

CONFORMED SET
ISSUED FOR
CONSTRUCTION

Rob Livick, PE/PLS
City Engineer
11 January 2021



CITY OF MORRO BAY

WATER RECLAMATION FACILITY LIFT STATION AND OFFSITE PIPELINE

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**ADVERTISEMENT FOR BIDS
City of Morro Bay
Morro Bay, CA
Water Reclamation Facility Lift Stations and Offsite Pipelines**

ARTICLE 1 — GENERAL NOTICE

The City of Morro Bay (Owner) is requesting Bids for the construction of the following Project:

Water Reclamation Facility Lift Stations and Offsite Pipelines

Bids for the construction of the Project will be received at the City Clerk's Office located at 595 Harbor Street, Morro Bay, CA 93422, until ~~Tuesday July 28th~~ **Wednesday August 12th**,^{AD3} 2020 at 2:00 PM local time. The bids shall be opened and read aloud ~~by the City Clerk~~^{AD5}, on the above-specified date at or about ~~2:05 PM in an adjacent conference room accessible to the bidders and the public~~ **2:30 PM at the City of Morro Bay Water Reclamation Facility Construction Site Trailer at 555 South Bay Boulevard, Morro Bay, CA 93442**^{AD5}.

The Project includes the following Work:

The construction of the Water Reclamation Facility (WRF) Lift Stations and Offsite Pipelines and performing related required work, located as shown on the Contract Drawings and Specifications.

Bids are requested for the following Contract: Water Reclamation Facility Lift Station and Offsite Pipelines.

Owner anticipates that the Project's total bid price will be approximately \$27,000,000. The Project has an expected duration of ~~495~~ **435**^{AD2} days.

ARTICLE 2 — OBTAINING THE BIDDING DOCUMENTS

Information and Bidding Documents for the Project can be found at the following designated websites:

ASAP Reprographics: www.asapreprographics.com

San Luis Obispo County Builders Exchange: www.slocbe.com

Bidding Documents may be downloaded from the designated websites. Prospective Bidders are urged to register with the designated websites as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated websites will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated websites. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

ASAP Reprographics
365 Quintana Rd
Morro Bay, CA 93442

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM and 4:00 PM, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Contract Documents may be obtained from the ASAP Reprographics at cost of document production.

ARTICLE 3 — PRE-BID CONFERENCE

A mandatory pre-bid conference for the Project will be held on July 7th, 2020 at the Water Reclamation Facility Construction Site at 555 South Bay Boulevard Morro Bay, CA 93442 from 1:00 to 3:00 PM local time. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

CONTRACTOR REGISTRATION

Contractor must provide proof of registration with the California Department of Industrial Relations (DIR) in the form of a PDF extract from DIR Public Works Registration website.

In accordance with California SB854, Contractor and subcontractor must submit certified payroll records (CPRs) to the Labor Commissioner.

Project is subject to compliance monitoring and enforcement by the DIR.

ARTICLE 4 — INSTRUCTIONS TO BIDDERS

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Morro Bay

By: Rob Livick

Title: City Engineer

Date: June 16th, 2020

END OF DOCUMENT

AD3 Addendum No. 3

AD5 Addendum No. 5

AD2 Addendum No. 2

DOCUMENT 00200

INSTRUCTIONS TO BIDDERSTABLE OF CONTENTS

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ARTICLE 1 — DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2 — BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidders may rely that sets of Bidding Documents are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website.
- 2.05 Bidder may register as a plan holder with the Issuing Office and obtain complete sets of Bidding Documents.
- 2.06 Electronic documents:
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified:
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version insert version 2019 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3 — QUALIFICATIONS OF BIDDERS

3.01 Qualification requirements with Bid:

- A. Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - 1. Submit Document 00451A - Qualification Statement.
 - 2. Other required information regarding qualifications.
- B. Provide the Bidder's proof of registration with the California Department of Industrial Relations (DIR) in the form of a PDF extract from DIR Public Works Registration website:
 - 1. The project is subject to registration, compliance monitoring, and enforcement by the California Department of Industrial Relations.
 - 2. Subcontractor DIR registration number and PDF extract is not required with
- C. In accordance with California Public Contract Code, Section 4105, Bidder may not circumvent the requirement to list subcontractors by the device of listing 1 subcontractor, who in turn sublets portions constituting the majority of the work covered by the contract.
- D. No Contractor or Subcontractor may submit a Bid or perform Work on this Project who is found in violation of California Labor Code Division 2, Part 7, Chapter 1 by the Labor Commissioner. Subcontractors who have been disbarred may not receive public funds in accordance with California Public Contract Code, Section 6109.
- E. In accordance with California Public Contract Code, Section 4104, provide the subcontractors performing work in excess of 1/2 of 1 percent of the contractor's bid amount proof of registration with the California Department of Industrial Relations (DIR) in the form of a PDF extract from DIR Public Works Registration website, if requested.

3.02 No requirement to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.03 Provide proof of registration with the California Department of Industrial Relations (DIR) in the form of a PDF extract from DIR Public Works Registration website:

- A. The project is subject to registration, compliance monitoring, and enforcement by the California Department of Industrial Relations.

3.04 In accordance with California Public Contract Code, Section 4105, Bidder may not circumvent the requirement to list subcontractors by the device of listing 1 subcontractor, who in turn sublets portions constituting the majority of the work covered by the contract.

3.05 No Contractor or Subcontractor may submit a Bid or perform Work on this Project who is found in violation of California Labor Code Division 2, Part 7, Chapter 1 by the Labor Commissioner. Subcontractors who have been disbarred may not receive public funds in accordance with California Public Contract Code, Section 6109.

ARTICLE 4 — PRE-BID CONFERENCE

- 4.01 **A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid where representatives of Owner and Engineer will be present to discuss the Project.**
- A. Proposals will not be accepted from Bidders who do not attend the conference.
 - B. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation.
 - 1. Bidders must sign in using the name of the organization that will be submitting a Bid.
 - C. An Addendum will be issued with a list of qualified Bidders that attended the pre-bid conference and who are eligible to submit a Bid for this Project.
 - D. Information presented at the pre-bid conference does not alter the Contract Documents.
 - 1. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference.
 - 2. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5 — SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and other areas:

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing site conditions:

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions:
 - 1. Document 00700 - General Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request at the cost of reproduction:
 - a. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in Document 00800 - Supplementary Conditions.

- b. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Document 00800 Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth will apply.
- 4. Geotechnical Baseline Report/Geotechnical Data Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR):
 - a. As set forth in Document 00800 - Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions:
 - 1) Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions.
 - 2) Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in Document 00800 - Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

- B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, as specified in Document 00800 - Supplementary Conditions, and not in the existing site drawings referred to in this Document. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 Site visit and testing by bidders:

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site:
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- E. Bidder must comply with applicable Laws and Regulations regarding excavation and location of utilities, obtain permits, and comply with terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.04 Owner's safety program:

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in Document 00700 - General Conditions.

5.05 Other work at the site:

- A. Reference is made to Document 00800 - Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents:
 - 1. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6 — BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express representations and certifications in Bid Form, agreement:

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7 — INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Submit questions about the meaning or intent of the Bidding Documents to the Issuing Office in writing. Contact information and submittal procedures for such questions are as follows:

- A. ~~Insert contact information for submittal of questions to Engineer, describe any permissible ore required special procedures, such as submittal via a Bidding Documents Website~~ All questions to be received during the Bid Period shall be submitted in writing to wrinfo@morrobayca.gov. ^{AD1}.

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to registered plan holders:

- A. Questions received less than 10 days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8 — BID SECURITY

- 8.01 A Bid must be accompanied by Bid security.
- A. Amount:
 - 1. Percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates): 10 percent.
 - B. Format:
 - 1. Bid Bond.
 - 2. Provide certified checks or cash, made payable to Owner.
 - 3. In accordance with California Public Contract Code, Section 22300, Contractor may substitute securities in place of retained funds, as provided in Document 00602 - Escrow Agreement for Security Deposits in Lieu of Retention.
- 8.02 Bidder must submit Document 00430 - Bid Bond that is included in the Bidding Documents.
- 8.03 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released:
- A. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole:
 - 1. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.04 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.05 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9 — CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in Document 00520 - Agreement Between Owner and Contractor.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in Document 00520 - Agreement Between Owner and Contractor.

ARTICLE 10 — SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 Prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda:

- A. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items.
- 10.03 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum:
 - A. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders.
 - B. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to registered Bidders.
- 10.04 In accordance with California Public Contract Code, Section 3400, the successful Bidder is permitted a period of 14 days after the award of contract for submission of data substantiating a request for a substitution of an “or equal” item.
- 10.05 Substitute or “or-equal” request content and approval process:
 - A. Each such request must comply with the General Conditions, and the review of the request will be governed by the defined principles.
 - B. The burden of proof of the merit of the proposed item is upon the proposer.
 - C. Engineer’s decision of approval or disapproval of a proposed item will be final.
 - D. Approvals will not be made in any other manner.
- 10.06 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11 — SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 Requirement to retain specific Subcontractors and Suppliers:
 - A. A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications.
 - B. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Submit list of the Subcontractors or Suppliers:
 - A. Submit Document 00434 - Proposed Subcontractors Form to Owner with a list of the Subcontractors or Suppliers proposed for the following portions of the Work:
 - 1. with the Bid.
 - 2. List the Subcontractors or Suppliers proposed who will perform work or labor or render services in an amount in excess of 1/2 of 1 percent of Contractor's total bid.

3. In accordance with California Public Contract Code, Section 4104:
 - a. Submit with Bid the list of the Subcontractors or Suppliers proposed who will perform work or labor or render services in an amount in excess of 1/2 of 1 percent of Contractor's total bid.
4. In accordance with California Public Contract Code, Section 4104, Owner may request additional subcontractor information from the apparent Successful Bidder and any other Bidder to be submitted within 24 hours after the deadline established by Owner for receipt of bids.
5. In accordance with California Public Contract Code, Section 4107.5, in the event Bidder alleges that a clerical error has been made in the list of subcontractors, they will propose a substitution in accordance with California Public Contract Code.

11.03 Request to submit an acceptable substitute:

- A. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- B. If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers:
 1. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder.
- C. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Document 00700 - General Conditions.

ARTICLE 12 — LOCAL LABOR GOOD FAITH EFFORT

- 12.01 Contractor shall make continued reasonable efforts to cause all solicitations for full-time, part-time, new or replacement employment, needed for the construction, maintenance and repair of this Project to be advertised in such a manner as to target local City residents and businesses:
- A. Contractor shall submit Subcontractor/Employment Form as shown in the Appendix A to this Specification to provide good faith effort to foster employment opportunities for the City residents and business throughout the project.
 - B. Subcontractor/employment form shall be submitted to the City's Project Manager for approval and shall be submitted for each hired subcontractor not included in Specification Section 00434 - Proposed Subcontractors Form at time of bid.

ARTICLE 13 — PREPARATION OF BID

13.01 Document 00410 - Bid Form is included with the Bidding Documents:

- A. Complete blanks on the Bid Form in ink.
- B. Sign the Bid Form signed in ink with names printed in ink below the signatures.
- C. Erasures or alterations must be initialed in ink by the person signing the Bid Form.

- D. Indicate a Bid price for each section, Bid item, alternate, adjustment unit price item, and unit price item listed.
- E. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- F. Unauthorized conditions, limitations, or modifications attached to the Bid will render it informal and may cause its rejection as being non-responsive.
- G. Oral, telegraphic, faxed or telephone Bids or modifications will not be considered.
- H. Alternative Bids will not be considered unless expressly called for in Document 00111 - Advertisement for Bids:
 - 1. Contractor's License Classification: In accordance with California Business and Professions Code, Section 7028, Owner has determined that Contractor shall possess a valid Class A Contractor License at the time of Bid and for the duration of the contract:
 - a. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the contract to any Bidder not possessing said license at the time of Bid opening.
 - 2. In accordance with Labor Code of the State of California, Section 1725.5, the Contractor and subcontractors must register with the California Department of Industrial Relations (DIR).
 - 3. In accordance with Labor Code of the State of California, Section 1771.4, this Project is subject to compliance monitoring and enforcement by the DIR.

13.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents:

- A. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11- inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical.
- B. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that required information and submittals are included with the Bid.

13.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign:

- A. The corporate address and state of incorporation must be shown.
- B. The corporate seal must be affixed and attested by the corporate secretary or an assistant corporate secretary.

13.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign:

- A. The official address of the partnership must be shown.

13.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign:

- A. The state of formation of the firm and the official address of the firm must be shown.

13.06 A Bid by an individual must show the Bidder's name and official address.

- 13.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form:
- A. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 13.08 The Bid must contain an acknowledgment of receipt of Addenda, the numbers of which must be filled in on the Bid Form.
- 13.09 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 13.10 Bidder's state contractor license number must be shown on the Bid Form, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid.
- 13.11 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 13.12 In accordance with California Public Contract Code, Section 7106, submit Document 00456 - Non-Collusion Affidavit with the Bid.
- 13.13 Federal and State Funding Requirements certifications and understand of program requirements must be submitted with bid in accordance with Section 00410 - Bid Form.

ARTICLE 14 — BASIS OF BID

14.01 Lump sum:

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 Base bid with alternates:

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form:
 - 1. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

14.03 Unit price:

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder:
 - 1. The total of unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes.
 - 2. The final quantities and Contract Price will be determined in accordance with the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.04 Allowances:

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Document 00700 - General Conditions.

ARTICLE 15 — SUBMITTAL OF BID

15.01 Submit bids and required bid documents under the terms of the Bid Form.

- A. Hardcopy:
 - 1. Unbound documents.
 - 2. Bid must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, and the name and address of Bidder:
 - a. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED".
 - b. A mailed Bid must be addressed to the location designated in the Advertisement.

15.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 — MODIFICATION AND WITHDRAWAL OF BID

16.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids:

- A. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned:

- A. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

16.04 In accordance with California Public Contract Code, Sections 5101 and 5103, withdrawal of Bids may be permitted for mistakes made in filling out the Bid but will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the drawings, specifications, and other Contracts Documents.

ARTICLE 17 — OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly:
- A. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 17.02 The 3 lowest Bidders shall submit within 48 hours of the Bid opening, 1 copy of documentary information generated in preparation of Bid prices for this Project, as specified in Document 00823 - Escrow Bid Documents.

ARTICLE 18 — BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 — EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids.
- A. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 19.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible:
- 19.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 19.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 19.05 Evaluation of Bids:
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form:
 - 1. To determine the Bid prices for purposes of comparison, Owner will announce to bidders a "Base Bid plus alternates" budget after receiving Bids, but prior to opening them.
 - 2. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded.
 - 3. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

4. In the event the Base Bids of all bidders exceeds the project control budget, the Owner reserves the right to make and award to the apparent Low Bidder if additional funds are available.
 5. In the event the Base Bid minus all the deductive alternates of all bidders exceeds the project control budget, the Owner reserves the right to make an award to the apparent Low Bidder if additional funds are available.
- C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- D. After determining the designated Low Bidder for the project, Owner may award on the amount of the Low Bidder's Base Bid alone or on any combination of alternates:
1. The combination of alternates may include substituting any of the alternates that were included in the designated Low Bidder's bid, provided:
 - a. It is in the best interest of the Owner.
 - b. Funds are available at the time of the award.
- 19.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors.

ARTICLE 20 — BONDS AND INSURANCE

- 20.01 Document 00700 - General Conditions sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance:
- A. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 20.02 Bid Security, requirements of providing bid bonds as part of the bidding process are specified in this Document.

ARTICLE 21 — SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement:
- A. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner.
 - B. Within 10 days thereafter, Owner will deliver 1 fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated the General Conditions.

ARTICLE 22 — SALES AND USE TAXES

- 22.01 Contractor shall pay all sale, use and other taxes as specified in paragraph 7.10 of the general conditions.

ARTICLE 23 — CONTRACTS TO BE ASSIGNED

23.01 **NOT USED.**

ARTICLE 24 — PREVAILING WAGES

24.01 Successful bidder shall pay not less than the prevailing rate of per diem wages in accordance with California Labor Code, Section 1770 et. seq. as determined by the California Department of Industrial Relations.

ARTICLE 25 — LAWS AND REGULATIONS

25.01 In accordance with California SB854, Contractor and subcontractor must submit certified payroll records (CPRs) to the Labor Commissioner.

END OF DOCUMENT

New Document
Appendix A ^{AD1}
Prevailing Rates for Project

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # ASBESTOS WORKER, HEAT AND FROST INSULATOR

DETERMINATION: SC-3-5-1-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: July 5, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate				
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2x	2x	Saturday 1 1/2x	2x	Sunday and Holiday
Mechanic	^a 43.77	^b 10.03	^c 8.12	3.29	1.24	-	8	66.45	^e 88.335	110.22	^d 88.335	110.22	^f 110.22

DETERMINATION: SC-3-5-3-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: July 5, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Hazardous Material Handler Mechanic	^b 20.63	^f 5.25	6.10	-	0.82	-	8	32.80	43.12	-	43.12	-	^g 43.12
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[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes 6.5% of employees gross wage for dues/service fee check-off plus \$0.25 for supplemental dues.

^b \$0.01 for Occupational Health and Research Plan included in Health and Welfare.

^c Rate applies to the first 2 overtime hours. Applies to all daily overtime hours on maintenance and asbestos abatement projects.

^d Rate applies to first 8 hours worked on new construction. Applies to all Saturday hours on maintenance and asbestos abatement projects.

^e \$153.99 per hour for work on Labor Day. For maintenance and asbestos abatement projects, Sundays and observed holidays may be worked at the time and one half rate.

^f Includes \$0.40 for medical monitoring in compliance with industry regulations procedures and \$0.08 for Occupational Health Plan.

^g \$74.06 per hour for work on Labor Day.

^h Includes 6.5% of employees gross wage for dues/service fee check-off plus \$0.06 for supplemental dues.

ⁱ Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for the employer payment may vary resulting in a lower taxable Basic Hourly Rate, but the Total Hourly Rates for Straight Time and Overtime may not be less than the general prevailing rate of per diem wages.

Note: Asbestos removal workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #FENCE BUILDER (CARPENTER)

DETERMINATION: SC-23-31-20-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other	Total Hourly Rate	Hours	Daily	Saturday ^b	Sunday and Holiday
Fence Builder	\$39.23	\$7.75	\$5.00	\$6.02	\$0.62	\$0.26	8	\$58.88	\$78.495	\$78.495	\$98.11

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Rate applies to the first 4 overtime hours. All other time is paid at the Sunday and Holiday overtime hourly rate.

^b Saturdays in the same work week may be worked at straight-time for the first 8 hours if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CARPENTER AND RELATED TRADES

DETERMINATION: SC-23-31-2-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other	Hours	Total Hourly Rate	Daily ^a 1 1/2X	Saturday ^b 1 1/2X	Sunday and Holiday
^a AREA 1											
Carpenter ^{c, h} , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	\$43.33	\$7.75	\$5.16	\$7.02 ^f	\$0.62	\$0.44	8	\$64.32	\$85.985	\$85.985	\$107.65
Pile Driverman ⁱ , Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer	43.46	7.75	5.16	7.02 ^f	0.57	0.49	8	64.45	86.18	86.18	107.91
Bridge Carpenter ^c	43.46	7.75	5.16	7.02 ^f	0.62	0.44	8	64.45	86.18	86.18	107.91
Shingler ^c	43.46	7.75	5.16	7.02 ^f	0.62	0.44	8	64.45	86.18	86.18	107.91
Saw Filer	43.42	7.75	5.16	7.02 ^f	0.62	0.44	8	64.41	86.12	86.12	107.83
Table Power Saw Operator	43.43	7.75	5.16	7.02 ^f	0.62	0.44	8	64.42	86.135	86.135	107.85
Pneumatic Nailer or Power Stapler	43.58	7.75	5.16	7.02 ^f	0.62	0.44	8	64.57	86.36	86.36	108.15
Roof Loader of Shingles	30.70	7.75	5.16	7.02 ^f	0.62	0.44	8	51.69	67.04	67.04	82.39
Scaffold Builder	34.53	7.75	5.16	7.02 ^f	0.62	0.44	8	55.52	72.785	72.785	90.05
Millwright ^c	43.83	7.75	5.16	7.02 ^f	0.62	0.64	8	65.02	86.935	86.935	108.85
Head Rockslinger	43.56	7.75	5.16	7.02 ^f	0.62	0.44	8	64.55	86.33	86.33	108.11
Rock Bargeman or Scowman	43.36	7.75	5.16	7.02 ^f	0.62	0.44	8	64.35	86.03	86.03	107.71
Diver, Wet (Up To 50 Ft. Depth) ^d	^e 94.92	7.75	5.16	7.02 ^f	0.62	0.44	8	115.91	163.37	163.37	210.83
Diver, (Stand-By) ^d	^e 47.46	7.75	5.16	7.02 ^f	0.62	0.44	8	68.45	92.18	92.18	115.91
Diver's Tender ^d	46.46	7.75	5.16	7.02 ^f	0.62	0.44	8	67.45	90.68	90.68	113.91
Assistant Tender (Diver's) ^d	43.46	7.75	5.16	7.02 ^f	0.62	0.44	8	64.45	86.18	86.18	107.91
^a AREA 2											
Carpenter ^{c, h} , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	42.76	7.75	5.16	7.02 ^f	0.62	0.44	8	63.75	85.13	85.13	106.51
Shingler ^c	42.90	7.75	5.16	7.02 ^f	0.62	0.44	8	63.89	85.34	85.34	106.79
Saw Filer	42.76	7.75	5.16	7.02 ^f	0.62	0.44	8	63.75	85.13	85.13	106.51
Table Power Saw Operator	43.86	7.75	5.16	7.02 ^f	0.62	0.44	8	64.85	86.78	86.78	108.71
Pneumatic Nailer or Power Stapler	43.02	7.75	5.16	7.02 ^f	0.62	0.44	8	64.01	85.52	85.52	107.03
Roof Loader of Shingles	30.65	7.75	5.16	7.02 ^f	0.62	0.44	8	51.64	66.965	66.965	82.29

DETERMINATION: SC-31-741-1-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: May 31, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday/ ^j 1 1/2X	Holiday 2X
Terrazzo Installer	\$40.03	7.75	5.16	4.55 ^f	0.57	8	58.06	78.075	78.075	98.09
Terrazzo Finisher	33.53	7.75	5.16	4.55 ^f	0.57	8	51.56	68.325	68.325	85.09

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

a. **AREA 1** - Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

AREA 2 - Inyo, Kern, and Mono counties. For Bridge Carpenter, Scaffold Builder, Pile Driverman, Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer, Millwright, Head Rockslinger, Rock Bargeman or Scowman, Diver, Wet (Up to 50 Ft. Depth), Diver (Stand-By), Diver's Tender, and Assistant Tender (Diver's) rates, please see **Area 1** as this rate applies to **Area 2** as well. Basic Hourly Rates for **Area 2** include an additional amount deducted for vacation/holiday.

b. First eight (8) hours worked paid at 1 1/2 times the straight time rate, all hours after that paid at double (2x) the straight time rate. Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer.

c. When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.

d. Shall receive a minimum of 8 hours pay for any day or part thereof.

e. For specific rates over 50 ft depth, contact the Office of the Director – Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators, and Remote Operated Vehicle Operators, as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.

f. Includes an amount for supplemental dues.

g. All overtime worked Mon - Fri shall be paid at 1 1/2 times the straight time rate for the first four (4) hours and double (2x) the straight time for work performed after twelve (12) hours.

h. A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.

i. When performing welding work requiring certification, classification will receive an additional \$1.00 per hour. An additional \$0.50 per hour when handling or working with new pressure-treated creosote piling or timber, or driving of used pressure-treated creosote piling.

j. Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer. Work on Sunday, if it is the 7th consecutive workday, shall be paid at double (2x) the straight-time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #MODULAR FURNITURE INSTALLER (CARPENTER)

DETERMINATION: SC-23-31-16-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X ^b	6 th Workday 1 1/2X ^b	7 th Workday/ Holiday 2X
MODULAR INSTALLER											
Installer	\$19.00	\$4.94	\$1.86	\$1.85	\$0.10	\$0.03	8	\$27.78	\$37.28	\$37.28	\$46.78
Lead Installer	\$21.00	\$4.94	\$1.86	\$1.85	\$0.10	\$0.03	8	\$29.78	\$40.28	\$40.28	\$50.78

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

a) Includes an amount for Supplemental Dues.

b) Rate applies to the first 4 daily overtime hours and the first 12 hours on a sixth (6th) consecutive day. All other daily overtime is paid at the 7th Workday/Holiday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # ELEVATOR CONSTRUCTOR

DETERMINATION: SC-62-X-999-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: December 31, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. ^aPortions of Kern, San Bernardino and San Luis Obispo counties are detailed below.

Classification (Journey person)	<u>Employer Payments</u>					<u>Straight-time</u>		<u>Overtime Hourly Rate</u>			
	Basic Hourly Rate	Health and Welfare	Pension ^c	Vacation/ Holiday ^b	Training	Other Payments	Hours	Total Hourly Rate	Daily ^d 1½ X	Saturday ^d 1½ X	Sunday and Holiday
Mechanic	\$57.40	15.725	18.41	5.22	0.63	0.48	8	\$97.865	\$126.565	\$126.565	\$155.265
Mechanic (employed in industry more than 5 years)	\$57.40	15.725	18.41	6.36	0.63	0.48	8	\$99.005	\$127.705	\$127.705	\$156.405
Helper ^c	\$40.18	15.725	18.41	3.66	0.63	0.48	8	\$79.085	\$99.18	\$99.18	\$119.265
Helper (employed in industry more than 5 years) ^c	\$40.18	15.725	18.41	4.45	0.63	0.48	8	\$79.875	\$99.965	\$99.965	\$120.055

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Office of the Director – Research Unit.

^b Includes an amount for 8 paid holidays.

^c Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. When removing old and installing new cables on existing elevator installations, the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in Contract Service work only. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

^d For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

^e Includes an amount for Annuity Trust Fund.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # ELEVATOR CONSTRUCTOR

DETERMINATION: SC-62-X-999-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: December 31, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. ^aPortions of Kern, San Bernardino and San Luis Obispo counties are detailed below.

Classification (Journey person)	<u>Employer Payments</u>					<u>Straight-time</u>		<u>Overtime Hourly Rate</u>			
	Basic Hourly Rate	Health and Welfare	Pension ^c	Vacation/ Holiday ^b	Training	Other Payments	Hours	Total Hourly Rate	Daily ^d 1½ X	Saturday ^d 1½ X	Sunday and Holiday
Mechanic	\$57.40	15.725	18.41	5.22	0.63	0.48	8	\$97.865	\$126.565	\$126.565	\$155.265
Mechanic (employed in industry more than 5 years)	\$57.40	15.725	18.41	6.36	0.63	0.48	8	\$99.005	\$127.705	\$127.705	\$156.405
Helper ^c	\$40.18	15.725	18.41	3.66	0.63	0.48	8	\$79.085	\$99.18	\$99.18	\$119.265
Helper (employed in industry more than 5 years) ^c	\$40.18	15.725	18.41	4.45	0.63	0.48	8	\$79.875	\$99.965	\$99.965	\$120.055

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Office of the Director – Research Unit.

^b Includes an amount for 8 paid holidays.

^c Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. When removing old and installing new cables on existing elevator installations, the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in Contract Service work only. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

^d For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

^e Includes an amount for Annuity Trust Fund.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER

DETERMINATION: SC-23-63-2-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (c)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily	Saturday (d)	Sunday/ Holiday
									(c)		
Classification Groups (b)											
Group 1	\$47.05	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$74.79	\$98.315	\$98.315	\$121.84
Group 2	\$47.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$75.57	\$99.485	\$99.485	\$123.40
Group 3	\$48.12	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$75.86	\$99.920	\$99.920	\$123.98
Group 4	\$49.61	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.35	\$102.155	\$102.155	\$126.96
Group 6	\$49.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.57	\$102.485	\$102.485	\$127.40
Group 8	\$49.94	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.68	\$102.650	\$102.650	\$127.62
Group 10	\$50.06	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.80	\$102.830	\$102.830	\$127.86
Group 12	\$50.23	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.97	\$103.085	\$103.085	\$128.20
Group 13	\$50.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.07	\$103.235	\$103.235	\$128.40
Group 14	\$50.36	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.10	\$103.280	\$103.280	\$128.46
Group 15	\$50.44	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.18	\$103.400	\$103.400	\$128.62
Group 16	\$50.56	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.30	\$103.580	\$103.580	\$128.86
Group 17	\$50.73	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.47	\$103.835	\$103.835	\$129.20
Group 18	\$50.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.57	\$103.985	\$103.985	\$129.40
Group 19	\$50.94	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.68	\$104.150	\$104.150	\$129.62
Group 20	\$51.06	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.80	\$104.330	\$104.330	\$129.86
Group 21	\$51.23	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.97	\$104.585	\$104.585	\$130.20
Group 22	\$51.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.07	\$104.735	\$104.735	\$130.40
Group 23	\$51.44	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.18	\$104.900	\$104.900	\$130.62
Group 24	\$51.56	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.30	\$105.080	\$105.080	\$130.86
Group 25	\$51.73	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.47	\$105.335	\$105.335	\$131.20

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^e Includes an amount for Annuity

NOTE: For Special Shift and Multi-Shift, see pages 9A and 9B.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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DETERMINATION: SC-23-63-2-2020-1

CLASSIFICATIONS:

GROUP 1

Bargeman
Brakeman
Compressor Operator
Ditchwitch, with seat or similar type equipment
Elevator Operator - Inside
Engineer Oiler
Forklift Operator (includes loed, lull or similar types – under 5 tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Heavy Duty Repairman Helper
Pump Operator
Signalman
Switchman

GROUP 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip Type
Conveyor Operator
Fireman
Forklift Operator (includes loed, lull or similar types – over 5 tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
Petromat Laydown Machine
RJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (Wheel type up to 3/4 yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

GROUP 3

Asphalt Rubber Blend Operator
Bobcat or similar type (Skid Steer, with all attachments)
Equipment Greaser (rack)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

GROUP 4

Asphalt Plant Fireman
Backhoe Operator (mini-max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (asphalt or concrete)
Chip Spreading Machine Operator

Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger types (Texoma Super Economatic, or similar types - Hughes 100 or Gradall Operator 200, or similar types - drilling depth of 30 maximum)
Equipment Greaser (grease truck)
Excavator Track/Rubber-Tired- with all attachments (Operating weight under 21,000 lbs)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Hydra-Hammer-Aero Stomper
Hydraulic Casing Oscillator Operator – drilling depth of 30' maximum
Micro Tunneling Operator (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driver Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (asphalt or concrete)
Trenching Machine Operator (up to 6ft.)
Vacuum or Muck Truck

GROUP 5 (for multi-shift rate, see page 9B)

Equipment Greaser (Grease Truck/Multi-Shift)

GROUP 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Placer Operator
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Deck Engineer
Derrickman (oilfield type)
Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum)

Drilling Machine Operator (including water wells)
Force Feed Loader

Hydraulic Casing Oscillator Operator – drilling depth of 45' maximum
Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, Curb or Gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System Operator (below ground)
Pavement Breaker Operator
Railcar Mover
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)

Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over 3/4 yds. and up to and including 1 1/2 yds.)

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 H.P. flywheel and similar types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Volume Mixer Operator
Welder – General

GROUP 7 (for multi-shift rate, see page 9B)

Welder – General (Multi-Shift)

GROUP 8

Asphalt or Concrete Spreading Operator (tamping or finishing)
Asphalt Paving Machine Operator (barber greene or similar type, one (1) Screedman)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including 3/4 yds.) small ford, case or similar
Backhoe Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Barrier Rail Mover (BTM Series 200 or similar types)
Cast in Place Pipe Laying Machine Operator
Cold Foamed Asphalt Recycler
Combination Mixer and Compressor Operator (gunite work)
Compactor Operator - Self Propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator
Drill Doctor
Drilling Machine Operator, Bucket or Auger types (Calweld 150 bucket or similar types - Watson 1500, 2000, 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum)
Elevating Grader Operator
Excavator Track/Rubber-Tired- with all attachments (Operating Weight 21,000 lbs - 100,000 lbs)
Global Positioning System/GPS (or Technician)
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman/Pump Installer
Heavy Equipment Robotics Operator
Hydraulic Casing Oscillator Operator – drilling depth of 60' maximum
Hydraulic Operated Grout Plant (excludes hand loading)
Kalamazoo Ballast Regulator or similar type
Klemm Drill Operator or similar types
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Lo Drill
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
P.C. 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Prentice 721E Hydro-Ax
Pumperete Gun Operator
Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information regarding this classification)
Rotary Drill Operator (excluding caison type)
Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1 1/2 yds. up to and including 6 1/2 yds.)
Soil Remediation Plant Operator (CMI, Envirotech or Similar)
Soil Stabilizer and Reclaimer (WR-2400)
Somero SXP Laser Screed
Speed Swing Operator
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator

DETERMINATION: SC-23-63-2-2020-1

GROUP 8 CONT.

Tractor Operator (any type larger than D-5 - 100 flywheel H.P. and over, or similar – bulldozer, tamper, scraperExcavator Track/Rubber Tired- with all attachments (Operating Weight exceeding 200,000 lbs.) and push tractor, single engine)

Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Bending Machine Operator

Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)

Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating - Oiler or Journeyman Trainee required)

Ultra High Pressure Waterjet Cutting Tool System Mechanic

Water Pull (compaction)

GROUP 9 (for multi-shift rate, see page 9B)

Heavy Duty Repairman (Multi-Shift)

GROUP 10

Backhoe Operator (over 5 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator – drilling depth of 105' maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol - Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type - except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber - Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber - Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar - over 25 yds. and up to 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6 1/2 yds.)

Welder - Certified

Woods Mixer Operator (and similar pugmill equipment)

GROUP 11 (for multi-shift rate, see page 9B)

Heavy Duty Repairman – Welder Combination (Multi-Shift)

Welder – Certified (Multi-Shift)

GROUP 12

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - watson, auger 6000 or similar types - hughes super duty, auger 200 or similar types - drilling depth of 175' maximum)

Excavator Track/Rubber Tired- with all attachments (Operating Weight 100,000 lbs. - 200,000 lbs)

Hoe Ram or similar with compressor

Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum

Mass Excavator Operator - less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-auger type self-loading - (two (2) or more units)

GROUP 13

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP 14

Canal Liner Operator

Canal Trimmer Operator

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - watson, auger 6000 or similar types - hughes super duty, auger 200 or similar types - drilling depth of 300' maximum)

Remote Controlled Earth Moving Operator (\$1.00 per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour)

GROUP 15

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, caterpillar, euclid, atthey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published on pages 13 and 14 of the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

GROUP 16

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19

Rotex Concrete Belt Operator

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, caterpillar, euclid, atthey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engines, up to and including 25 yds. struck)

GROUP 20

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - watson,

GROUP 21

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP 23

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, atthey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

GROUP 24

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25

Concrete Pump Operator-Truck Mounted

Pedestal Concrete Pump Operator

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. yds struck)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER (Special Shift)

DETERMINATION: SC-23-63-2-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (c)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$47.55	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$75.29	\$99.065	\$99.065	\$122.84
Group 2	\$48.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$76.07	\$100.235	\$100.235	\$124.40
Group 3	\$48.62	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$76.36	\$100.670	\$100.670	\$124.98
Group 4	\$50.11	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.85	\$102.905	\$102.905	\$127.96
Group 6	\$50.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.07	\$103.235	\$103.235	\$128.40
Group 8	\$50.44	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.18	\$103.400	\$103.400	\$128.62
Group 10	\$50.56	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.30	\$103.580	\$103.580	\$128.86
Group 12	\$50.73	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.47	\$103.835	\$103.835	\$129.20
Group 13	\$50.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.57	\$103.985	\$103.985	\$129.40
Group 14	\$50.86	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.60	\$104.030	\$104.030	\$129.46
Group 15	\$50.94	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.68	\$104.150	\$104.150	\$129.62
Group 16	\$51.06	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.80	\$104.330	\$104.330	\$129.86
Group 17	\$51.23	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.97	\$104.585	\$104.585	\$130.20
Group 18	\$51.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.07	\$104.735	\$104.735	\$130.40
Group 19	\$51.44	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.18	\$104.900	\$104.900	\$130.62
Group 20	\$51.56	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.30	\$105.080	\$105.080	\$130.86
Group 21	\$51.73	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.47	\$105.335	\$105.335	\$131.20
Group 22	\$51.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.57	\$105.485	\$105.485	\$131.40
Group 23	\$51.94	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.68	\$105.650	\$105.650	\$131.62
Group 24	\$52.06	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.80	\$105.830	\$105.830	\$131.86
Group 25	\$52.23	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.97	\$106.085	\$106.085	\$132.20

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^e Includes an amount for Annuity

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER (Multi-Shift)

DETERMINATION: SC-23-63-2-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (f)	Vacation/ Holiday (a)	Training	Other Payments	Hours (e)	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$48.05	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$75.79	\$99.815	\$99.815	\$123.84
Group 2	\$48.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$76.57	\$100.985	\$100.985	\$125.40
Group 3	\$49.12	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$76.86	\$101.420	\$101.420	\$125.98
Group 4	\$50.61	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.35	\$103.655	\$103.655	\$128.96
Group 5	\$50.71	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.45	\$103.805	\$103.805	\$129.16
Group 6	\$50.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.57	\$103.985	\$103.985	\$129.40
Group 7	\$50.93	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.67	\$104.135	\$104.135	\$129.60
Group 8	\$50.94	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.68	\$104.150	\$104.150	\$129.62
Group 9	\$51.04	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.78	\$104.300	\$104.300	\$129.82
Group 10	\$51.06	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.80	\$104.330	\$104.330	\$129.86
Group 11	\$51.16	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.90	\$104.480	\$104.480	\$130.06
Group 12	\$51.23	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.97	\$104.585	\$104.585	\$130.20
Group 13	\$51.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.07	\$104.735	\$104.735	\$130.40
Group 14	\$51.36	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.10	\$104.780	\$104.780	\$130.46
Group 15	\$51.44	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.18	\$104.900	\$104.900	\$130.62
Group 16	\$51.56	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.30	\$105.080	\$105.080	\$130.86
Group 17	\$51.73	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.47	\$105.335	\$105.335	\$131.20
Group 18	\$51.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.57	\$105.485	\$105.485	\$131.40
Group 19	\$51.94	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.68	\$105.650	\$105.650	\$131.62
Group 20	\$52.06	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.80	\$105.830	\$105.830	\$131.86
Group 21	\$52.23	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.97	\$106.085	\$106.085	\$132.20
Group 22	\$52.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$80.07	\$106.235	\$106.235	\$132.40
Group 23	\$52.44	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$80.18	\$106.400	\$106.400	\$132.62
Group 24	\$52.56	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$80.30	\$106.580	\$106.580	\$132.86
Group 25	\$52.73	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$80.47	\$106.835	\$106.835	\$133.20

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^e The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

^f Includes an amount for Annuity

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # DREDGER (OPERATING ENGINEER)

DETERMINATION: SC-63-12-23-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: July 31, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension ^c	Vacation/ Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday 2X	Holiday 3X
Chief Engineer, Deck Captain	\$52.65	11.60	11.65	4.85	1.05	0.15	8	81.95	108.275	108.275	134.60	187.25
Leverman	55.65	11.60	11.65	4.85	1.05	0.15	8	84.95	112.775	112.775	140.60	196.25
Watch Engineer, Deckmate	49.57	11.60	11.65	4.85	1.05	0.15	8	78.87	103.655	103.655	128.44	178.01
Winchman (Stern Winch on Dredge)	49.02	11.60	11.65	4.85	1.05	0.15	8	78.32	102.83	102.83	127.34	176.36
Fireman-Oiler, Leveehand, Deckhand (can operate anchor scow under direction of mate), Bargeman	48.48	11.60	11.65	4.85	1.05	0.15	8	77.78	102.02	102.02	126.26	174.74
Dozer Operator	49.68	11.60	11.65	4.85	1.05	0.15	8	78.98	103.82	103.82	128.66	178.34
Hydrographic Surveyor	51.11	11.60	11.65	4.85	1.05	0.15	8	80.41	105.965	105.965	131.52	182.63
Barge Mate	49.09	11.60	11.65	4.85	1.05	0.15	8	78.39	102.935	102.935	127.48	176.57
Welder	51.07	11.60	11.65	4.85	1.05	0.15	8	80.37	105.905	105.905	131.44	182.51

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

^a Includes an amount for supplemental dues.

^b Rate applies to the first 4 daily overtime hours and first 12 hours on Saturdays. All other time is paid at the Sunday overtime rate.

^c Includes an amount for annuity.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer)

DETERMINATION: SC-23-63-2-2020-1B

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension (c)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$48.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$76.14	\$100.340	\$100.340	\$124.54
Group 2	\$49.18	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$76.92	\$101.510	\$101.510	\$126.10
Group 3	\$49.47	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.21	\$101.945	\$101.945	\$126.68
Group 4	\$49.61	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.35	\$102.155	\$102.155	\$126.96
Group 5	\$49.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.57	\$102.485	\$102.485	\$127.40
Group 6	\$49.94	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.68	\$102.650	\$102.650	\$127.62
Group 7	\$50.06	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.80	\$102.830	\$102.830	\$127.86
Group 8	\$50.23	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.97	\$103.085	\$103.085	\$128.20
Group 9	\$50.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.14	\$103.340	\$103.340	\$128.54
Group 10	\$51.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.14	\$104.840	\$104.840	\$130.54
Group 11	\$52.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$80.14	\$106.340	\$106.340	\$132.54
Group 12	\$53.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$81.14	\$107.840	\$107.840	\$134.54
Group 13	\$54.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$82.14	\$109.340	\$109.340	\$136.54

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see page 10B.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^e Includes an amount for Annuity

NOTE: For Special Shift and Multi-Shift, see pages 10A-1 and 10A-2.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-23-63-2-2020-1B; SC-23-63-2-2020-1B1; SC-23-63-2-2020-1B2

CLASSIFICATIONS:

GROUP 1

Engineer Oiler

GROUP 2

Truck Crane Oiler

GROUP 3

A-Frame or Winch Truck Operator

Ross Carrier Operator (Jobsite)

GROUP 4

Bridge-Type Unloader and Turntable Operator

Helicopter Hoist Operator

Snobble Unit (pin-n-go or similar type)

GROUP 5

Hydraulic Boom Truck/Knuckleboom

Stinger Crane (Austin-Western or similar type)

Tugger Hoist Operator (1 drum)

GROUP 6

Bridge Crane Operator

Cretor Crane Operator

Hoist Operator (Chicago Boom and similar type)

Lift Mobile Operator

Lift Slab Machine Operator (Vagtborg and similar types)

Material Hoist and/or Manlift Operator

Polar Gantry Crane Operator

Prentice Self-Loader

Self Climbing Scaffold (or similar type)

Shovel, Dragline, Clamshell Operator (over 3/4 yd and up to 5 cu yds, M.R.C.)

Silent Piler

Tugger Hoist Operator (2 drum)

GROUP 7

Pedestal Crane Operator

Shovel, Dragline, Clamshell Operator (over 5 cu yds, M.R.C.)

Tower Crane Repairman

Tugger Hoist Operator (3 drum)

GROUP 8

Crane Operator (up to and including 25 ton capacity)

Crawler Transporter Operator

Derrick Barge Operator (up to and including 25 ton capacity)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)

Shovel, Dragline, Clamshell Operator (over 7 cu yds M.R.C.)

GROUP 9

Crane Operator (over 25 tons, up to and including 50 ton M.R.C.)

Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)

Highline Cableway Operator

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)

K-Crane

Polar Crane Operator

Self Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons.

GROUP 10

ABI/Fundex Machine

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)

Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Shovel, Dragline, Clamshell Operator (over 10 cu. yds.)

GROUP 11

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)

Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Tower Crane Operator and Tower Gantry

GROUP 12

Crane Operator (over 200 tons, up to and including 300 tons M.R.C.)

Derrick Barge Operator (over 200 tons, up to and including 300 tons M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)

Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

GROUP 13

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Hydraulically Controlled Lift Gantry Operator BCR Lift System (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Special Shift)

DETERMINATION: SC-23-63-2-2020-1B1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (c)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$48.90	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$76.64	\$101.090	\$101.090	\$125.54
Group 2	\$49.68	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.42	\$102.260	\$102.260	\$127.10
Group 3	\$49.97	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.71	\$102.695	\$102.695	\$127.68
Group 4	\$50.11	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.85	\$102.905	\$102.905	\$127.96
Group 5	\$50.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.07	\$103.235	\$103.235	\$128.40
Group 6	\$50.44	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.18	\$103.400	\$103.400	\$128.62
Group 7	\$50.56	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.30	\$103.580	\$103.580	\$128.86
Group 8	\$50.73	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.47	\$103.835	\$103.835	\$129.20
Group 9	\$50.90	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.64	\$104.090	\$104.090	\$129.54
Group 10	\$51.90	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.64	\$105.590	\$105.590	\$131.54
Group 11	\$52.90	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$80.64	\$107.090	\$107.090	\$133.54
Group 12	\$53.90	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$81.64	\$108.590	\$108.590	\$135.54
Group 13	\$54.90	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$82.64	\$110.090	\$110.090	\$137.54

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see page 10B.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^e Includes an amount for Annuity

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Multi-Shift)

DETERMINATION: SC-23-63-2-2020-1B2

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (f)	Vacation/ Holiday (a)	Training	Other Payments	Hours (e)	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$49.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.14	\$101.840	\$101.840	\$126.54
Group 2	\$50.18	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.92	\$103.010	\$103.010	\$128.10
Group 3	\$50.47	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.21	\$103.445	\$103.445	\$128.68
Group 4	\$50.61	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.35	\$103.655	\$103.655	\$128.96
Group 5	\$50.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.57	\$103.985	\$103.985	\$129.40
Group 6	\$50.94	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.68	\$104.150	\$104.150	\$129.62
Group 7	\$51.06	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.80	\$104.330	\$104.330	\$129.86
Group 8	\$51.23	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.97	\$104.585	\$104.585	\$130.20
Group 9	\$51.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.14	\$104.840	\$104.840	\$130.54
Group 10	\$52.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$80.14	\$106.340	\$106.340	\$132.54
Group 11	\$53.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$81.14	\$107.840	\$107.840	\$134.54
Group 12	\$54.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$82.14	\$109.340	\$109.340	\$136.54
Group 13	\$55.40	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$83.14	\$110.840	\$110.840	\$138.54

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see page 10B.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^e The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

^f Includes an amount for Annuity

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # LANDSCAPE OPERATING ENGINEER

DETERMINATION: SC-63-12-33-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: October 31, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (JOURNEYPerson)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health	Vacation				Total	Daily/	Sunday ^c	Holiday ^c	
		and	and				Hourly	Saturday ^b			
		Welfare	Pension ^d	Holiday ^a	Training	Other	Hours	Rate	1½X	2X	3X

Landscape Operating Engineer

Backhoe Operators

Forklifts-Tree Planting Equipment (jobsite)

HDR Welder-Landscape, Irrigation, Operating Engineers' Equipment

Roller Operators

Rubber-tired & Track Earthmoving Equipment

Skiploader Operators

Trencher-31 horsepower and up	\$40.16	\$11.60	\$11.15	\$3.55	\$1.05	\$0.15	8.0	\$67.66	\$87.74	\$107.82	\$147.98
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[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount per hour worked for supplemental dues.

^b Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

^c All work performed on a Dewatering Operation on holidays and all other work on holidays except Labor Day and the 1st Saturday following the 1st Friday in the months of June and December is paid at Sunday rate.

^d Includes an amount for the Defined Contribution Plan (Annuity).

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #Tunnel (Operating Engineer)

DETERMINATION: SC-23-63-2-2020-1C

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (d)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$48.90	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$76.64	\$101.090	\$101.090	\$125.54
Group 2	\$49.68	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.42	\$102.260	\$102.260	\$127.10
Group 3	\$49.97	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.71	\$102.695	\$102.695	\$127.68
Group 4	\$50.11	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.85	\$102.905	\$102.905	\$127.96
Group 5	\$50.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.07	\$103.235	\$103.235	\$128.40
Group 6	\$50.44	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.18	\$103.400	\$103.400	\$128.62
Group 7	\$50.56	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.30	\$103.580	\$103.580	\$128.86
Group 8	\$51.91	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.65	\$105.605	\$105.605	\$131.56
Group 9	\$50.86	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.60	\$104.030	\$104.030	\$129.46

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d Includes an amount for Annuity

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

GROUP 1

Heavy Duty Repairman Helper

GROUP 2

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

GROUP 3

Chainman

Power-Driver Jumbo Form Setter Operator

GROUP 4

Dinky Locomotive or Motorman (up to and including 10 tons)

Rodman

GROUP 5

Bit Sharpener

Equipment Greaser (Grease Truck)

Instrumentman

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30 tons)

Welder-General

GROUP 6

Backhoe Operator (up and including 3/4 yd.) Small Ford, Case or similar types

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd rubber tired, rail or track type)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Pneumatic Heading Shield (Tunnel)

Pumpercrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

GROUP 7

Heavy Duty Repairman-Welder Combination

GROUP 8

Party Chief

GROUP 9

Tunnel Mole Boring Machine Operator

MISCELLANEOUS PROVISIONS:

- Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #Tunnel (Operating Engineer)(Multi-Shift)

DETERMINATION: SC-23-63-2-2020-1C1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (d)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$48.90	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	7.5	\$76.64	\$101.090	\$101.090	\$125.54
Group 2	\$49.68	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	7.5	\$77.42	\$102.260	\$102.260	\$127.10
Group 3	\$49.97	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	7.5	\$77.71	\$102.695	\$102.695	\$127.68
Group 4	\$50.11	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	7.5	\$77.85	\$102.905	\$102.905	\$127.96
Group 5	\$50.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	7.5	\$78.07	\$103.235	\$103.235	\$128.40
Group 6	\$50.44	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	7.5	\$78.18	\$103.400	\$103.400	\$128.62
Group 7	\$50.56	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	7.5	\$78.30	\$103.580	\$103.580	\$128.86
Group 8	\$51.91	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	7.5	\$79.65	\$105.605	\$105.605	\$131.56
Group 9	\$50.86	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	7.5	\$78.60	\$104.030	\$104.030	\$129.46

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d Includes an amount for Annuity

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

GROUP 1

Heavy Duty Repairman Helper

GROUP 2

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

GROUP 3

Chainman

Power-Driver Jumbo Form Setter Operator

GROUP 4

Dinky Locomotive or Motorman (up to and including 10 tons)

Rodman

GROUP 5

Bit Sharpener

Equipment Greaser (Grease Truck)

Instrumentman

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30 tons)

Welder-General

GROUP 6

Backhoe Operator (up and including 3/4 yd.) Small Ford, Case or similar types

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd rubber tired, rail or track type)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Pneumatic Heading Shield (Tunnel)

Pumpercrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

GROUP 7

Heavy Duty Repairman-Welder Combination

GROUP 8

Party Chief

GROUP 9

Tunnel Mole Boring Machine Operator

MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.

2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.

3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

DETERMINATION: SC-23-63-2-2020-1D

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (d)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$47.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$75.57	\$99.485	\$99.485	\$123.40
Group 2	\$49.61	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.35	\$102.155	\$102.155	\$126.96
Group 3	\$51.61	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.35	\$105.155	\$105.155	\$130.96

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d Includes an amount for Annuity

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

GROUP I

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building / Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete batch Plant
Spray-Applied Fireproofing
Structural masonry

Group III

Nondestructive Testing (NDT)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SPECIAL SHIFT)

DETERMINATION: SC-23-63-2-2020-1D1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension (d)	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily	Saturday	Sunday/ Holiday
									(b)	(c)	
Classification Groups											
Group 1	\$48.33	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$76.07	\$100.235	\$100.235	\$124.40
Group 2	\$50.11	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$77.85	\$102.905	\$102.905	\$127.96
Group 3	\$52.11	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$79.85	\$105.905	\$105.905	\$131.96

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d Includes an amount for Annuity

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

GROUP I

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building / Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete batch Plant
Spray-Applied Fireproofing
Structural masonry

Group III

Nondestructive Testing (NDT)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (MULTI-SHIFT)

DETERMINATION: SC-23-63-2-2020-1D2

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension (c)	Vacation/ Holiday (a)	Training	Other Payments	Hours (d)	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$48.83	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$76.57	\$100.985	\$100.985	\$125.40
Group 2	\$50.61	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$78.35	\$103.655	\$103.655	\$128.96
Group 3	\$52.61	\$11.60	\$11.15	\$3.55	\$1.05	\$0.39	8	\$80.35	\$106.655	\$106.655	\$132.96

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

^e Includes an amount for Annuity

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS:

GROUP I

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building / Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete batch Plant
Spray-Applied Fireproofing
Structural masonry

Group III

Nondestructive Testing (NDT)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO
CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS
CRAFT: LANDFILL WORKER (OPERATING ENGINEER)

DETERMINATION: SC-63-12-41-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: March 31, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare ^a	Pension	Vacation/ Holiday	Training	Other Payments ^b	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^c 1 1/2X	Sunday/ Holiday 2X
Mechanic	\$22.15	\$4.21	\$1.05	\$1.78	\$.06	\$3.80	8	\$33.05	\$44.125	\$44.125	\$55.20
Lead Equipment Operator	20.15	4.12	.95	1.61	.06	3.44	8	30.33	40.405	40.405	50.48
Lead Truck Driver/ Equipment Operator	19.15	4.07	.90	1.52	.06	3.26	8	28.96	38.535	38.535	48.11
Truck Driver - End Dump/Walking Floor/Low Bed	18.15	4.02	.85	1.44	.06	3.08	8	27.60	36.675	36.675	45.75
Truck Driver - Roll Off/Transfer Station Loader Operator/Maintenance/ Fueler/Mechanic Helper	17.15	3.98	.80	1.35	.06	2.90	8	26.24	34.815	34.815	43.39
Scale House Load Checker/Water Truck Driver/Parts Runner	16.15	3.93	.75	1.27	.06	2.72	8	24.88	32.955	32.955	41.03
Laborer	13.00	3.70	.50	.85	.06	1.81	8	19.92	26.42	26.42	32.92
	13.00	3.61	.40	.68	.06	1.45	8	19.20	25.70	25.70	32.20

^a Includes an amount for Sick Leave.

^b Amount for employee stock ownership.

^c Rate applies to the sixth consecutive day of work.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained from the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: LIGHT FIXTURE MAINTENANCE

DETERMINATION: SC-830-61-1-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: April 1, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within **Riverside** county. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

CLASSIFICATION	Basic Hourly Rate	<u>Employer Payments</u>				<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>		
		Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday & Sunday 1 1/2X	Holiday 2X
Lighting Maintenance Service Person	\$13.00	.29	----	.34	----	8	13.63	20.13	20.13	26.63

DETERMINATION: SC-830-61-2-2000-1

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: April 1, 2000* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within **San Bernardino** county. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

CLASSIFICATION	Basic Hourly Rate	<u>Employer Payments</u>				<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>	
		Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Sunday Holiday 1 1/2X
Lighting Maintenance Service Person	\$13.56	2.43	.39	----	.50	8	16.88	23.66	23.66

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703- 4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: FIRE SAFETY AND MISCELLANEOUS SEALING

DETERMINATION: SC-3-5-4-2019-2

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: August 31, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (JOURNEYPerson)	Basic Hourly Rate ^a	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Other Payment	Hours	Total Hourly Rate	Daily and Saturday 1 1/2X	Sunday and Holiday 2X	3X ^e
<u>ASBESTOS WORKER</u>										
Fire Safety Technician - Class I ^c (0-2000 hrs)	\$18.01	\$9.23 ^b	-	\$0.90	\$0.05	8	\$28.19	\$37.195 ^d	\$46.20	\$64.21
Fire Safety Technician - Class II ^c (2001-4000 hrs)	\$23.13	\$9.23 ^b	-	\$1.26	\$0.05	8	\$33.67	\$45.235 ^d	\$56.80	\$79.93
Fire Safety Technician - Class III ^c (4001-6000 hrs)	\$24.91	\$9.23 ^b	\$8.05	\$1.33	\$0.05	8	\$43.57	\$56.025 ^d	\$68.48	\$93.39
Fire Safety Technician - Class IV ^c (6001 or more hrs)	\$28.92	\$9.23 ^b	\$8.05	\$1.53	\$0.05	8	\$47.78	\$62.240 ^d	\$76.70	\$105.62

DETERMINATION: SC-204-X-18-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: August 31, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate ^a	Employer Payments					Straight-Time		Overtime Hourly Rate			
		Health and Welfare	Pension	Vacation/ Holiday ^g	Training	Other Payment	Hours	Total Hourly Rate	Daily and Saturday 1 1/2X	Sunday and Holiday 2X	3X	
<u>PLUMBER</u>												
Fire Safety Technician - Class I ^c (0 -2000 hrs)	\$19.30	\$7.85	-	-	\$0.10	\$0.95	8	\$28.20	\$37.85 ^f	\$47.50	\$66.80	
Fire Safety Technician - Class II ^c (2001-4000 hrs)	\$24.78	\$7.85	-	-	\$0.10	\$0.95	8	\$33.68	\$46.07 ^f	\$57.85	\$81.41	
Fire Safety Technician - Class III ^c (4001-6000 hrs)	\$27.91	\$7.85	\$6.27	-	\$0.10	\$0.95	8	\$43.08	\$57.035 ^f	\$70.13	\$96.32	
Fire Safety Technician - Class IV ^c (6001 or more hrs)	\$32.10	\$7.85	\$6.27	-	\$0.10	\$0.95	8	\$47.27	\$63.32 ^f	\$78.01	\$107.39	

^a Includes an amount per hour worked for Administrative Dues.

^b Includes an amount for Occupational Health and Research.

^c The 1st man on a job site shall be a Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

^d Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

^e No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

^f Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

^g Vacation/Holiday shall be paid at time and one half for all overtime hours and is included in the Basic Hourly Rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: FIRE SAFETY AND MISCELLANEOUS SEALING (SHIFT)

DETERMINATION: SC-3-5-4-2019-2

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: August 31, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate ^a	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Other Payment	Hours	Total Hourly Rate	Daily and Saturday 1 1/2X	Sunday and Holiday 2X	3X ^g
<u>ASBESTOS WORKER</u>										
Fire Safety Technician - Class I ^c (0-2000 hrs)	\$18.01	\$9.23 ^b	-	\$0.90	\$0.05	d	\$28.19	\$37.195 ^e	\$46.20	\$64.21
Fire Safety Technician - Class II ^c (2001-4000 hrs)	\$23.13	\$9.23 ^b	-	\$1.26	\$0.05	d	\$33.67	\$45.235 ^e	\$56.80	\$79.93
Fire Safety Technician - Class III ^c (4001-6000 hrs)	\$24.91	\$9.23 ^b	\$8.05	\$1.33	\$0.05	d	\$43.57	\$56.025 ^e	\$68.48	\$93.39
Fire Safety Technician - Class IV ^c (6001 or more hrs)	\$28.92	\$9.23 ^b	\$8.05	\$1.53	\$0.05	d	\$47.78	\$62.240 ^e	\$76.70	\$105.62

DETERMINATION: SC-204-X-18-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: August 31, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate ^a	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday ^h	Training	Other Payment	Hours	Total Hourly Rate	Daily/ Saturday 1 1/2X	Sunday/ Holiday 2X	3X
<u>PLUMBER</u>											
Fire Safety Technician - Class I ^c (0 -2000 hrs)	\$20.27	\$7.85	-	-	\$0.10	\$0.95	8	\$29.17	\$39.305 ^f	\$49.44	\$69.71
Fire Safety Technician - Class II ^c (2001-4000 hrs)	\$25.96	\$7.85	-	-	\$0.10	\$0.95	8	\$34.86	\$47.84 ^f	\$60.21	\$84.95
Fire Safety Technician - Class III ^c (4001-6000 hrs)	\$29.22	\$7.85	\$6.27	-	\$0.10	\$0.95	8	\$44.39	\$59.00 ^f	\$72.75	\$100.25
Fire Safety Technician - Class IV ^c (6001 or more hrs)	\$33.57	\$7.85	\$6.27	-	\$0.10	\$0.95	8	\$48.74	\$65.525 ^f	\$80.95	\$111.80

^a Includes an amount per hour worked for Administrative Dues.

^b Includes an amount for Occupational Health and Research.

^c The 1st man on a job site shall be a Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

^d When 2 or 3 shifts are employed, the 2nd shift shall work 7.5 hours for 8 hours pay; the 3rd shift shall work 7 hours for 8 hours pay.

^e Rate applies to the first 2.5 daily overtime hours on the 2nd shift; first 3 daily overtime hours on the 3rd shift; and the first 7.5 hours (2nd shift) and first 7 hours (3rd shift) worked on Saturday. All other overtime is at the Sunday & Holiday rate.

^f Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

^g No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

^h Vacation/Holiday shall be paid at time and one half for all overtime hours and is included in the Basic Hourly Rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2019-2

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday ^d	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^{bc} 1 1/2X	Sunday and Holiday

CLASSIFICATION GROUPS

Group 1	\$35.24	7.47	8.90	4.87	0.69	0.61	8	57.78	75.400	75.400	93.02
Group 2	35.79	7.47	8.90	4.87	0.69	0.61	8	58.33	76.225	76.225	94.12
Group 3	36.34	7.47	8.90	4.87	0.69	0.61	8	58.88	77.050	77.050	95.22
Group 4	37.89	7.47	8.90	4.87	0.69	0.61	8	60.43	79.375	79.375	98.32
Group 5	38.24	7.47	8.90	4.87	0.69	0.61	8	60.78	79.900	79.900	99.02

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classification within each group, see page 14.

^b Any hours worked over 12 hours in a single workday are double (2) time.

^c Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

^d Includes an amount per hour worked for supplemental dues

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS

GROUP 1

Boring Machine Helper (Outside)
Certified Confined Space Laborer
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off
Concrete, Water Curing
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, Asphalt-Rubber Material Loader
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
Post Hole Digger (Manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tarman and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method
Water Well Driller Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

GROUP 2

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer-Imperious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man
Guinea Chaser
Headerboard Man-Asphalt
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)

GROUP 2 (continued)

Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type
Brush Shredders
Underground Laborer, including Caisson Bellow

GROUP 3

Asphalt Installation of all fabrics
Buggymobile Man
Compactor (all types including Tampers, Barko, Wacker)
Concrete Cutting Torch
Concrete Pile Cutter
Driller, Jackhammer, 2 1/2 ft. drill steel or longer
Dri Pak-it Machine
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
Laborer, Fence Erector
Material Hoseman (Walls, Slabs, Floors and Decks)
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

GROUP 4

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader
Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
Head Rock Slinger
High Scaler (including drilling of same)
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds and over
Pipelayer
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast
Subsurface Imaging Laborer
Traffic Lane Closure, certified

GROUP 5

Blasters Powderman
Driller
Toxic Waste Removal
Welding, certified or otherwise in connection with Laborers' work

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TUNNEL WORKER (LABORER)

DETERMINATION: SC-23-102-12-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X ^c	Saturday 1 1/2X ^c	Sunday and Holiday
Group I	\$41.29	\$7.47	\$8.90	^a \$4.87	\$0.69	\$0.61	8	\$63.83	\$84.475	\$84.475	\$105.12
Group II	\$41.61	\$7.47	\$8.90	^a \$4.87	\$0.69	\$0.61	8	\$64.15	\$84.955	\$84.955	\$105.76
Group III	\$42.07	\$7.47	\$8.90	^a \$4.87	\$0.69	\$0.61	8	\$64.61	\$85.645	\$85.645	\$106.68
Group IV ^b	\$42.76	\$7.47	\$8.90	^a \$4.87	\$0.69	\$0.61	8	\$65.30	\$86.680	\$86.680	\$108.06

^a Includes an amount per hour worked for supplemental dues.

^b The classification "Shaft and Raise Work" shall be applicable to all work from the entrance to the shaft or raise and including surge chambers. This classification shall apply to all work involving surge chambers up to ground level.

^c All work performed over 12 hours in a single work day shall be paid for at double time (2x).

CLASSIFICATIONS

Group I

Batch Plant Laborer
Bottom Lander
Changehouseman
Dumpman
Outside Dumpman
Loading and Unloading Agitator Cars
Nipper
Pot Tender using mastic or other materials
Rollover Dumpman
Shotcrete Man (helper)
Subsurface Laborer (non-miner)
Swamper/Brakemen (Brakeman and Switchman on tunnel work)
Tool Man
Top Lander
Tunnel Materials Handling Man

Group II

Bull Gang Mucker
Trackman
Chemical Grout Jetman
Chucktender
Cabletender
Concrete crew-include Rodders and Spreaders
Grout Mixerman
Grout Pumpman
Operating of Trowling and/or Grouting Machines
Vibratorman
Jack Hammer Pneumatic Tools (except driller)

Group III

Blaster
Driller
Powderman
Cherry Pickerman
Grout Gunman
Jackleg Miner
Jumbo Man
Kemper and other Pneumatic Concrete Placer Operator
Miner - Tunnel (hand or machine)
Micro-Tunneling, Micro-Tunneling Systems
Nozzleman
Powderman-Primer House
Primer Man
Sandblaster
Segment Erector
Steel Form Raiser and Setter
Timberman, Retimberman, wood or steel
Tunnel Concrete Finisher

Group IV

Shaft and Raise Work^b
Diamond Driller

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: GUNITE WORKER (LABORER)

DETERMINATION: SC-102-345-1-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification (Journey person)	Employer Payments					Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Other Payments	Hours	Total Hourly Rate	1 1/2X ^b	2X	1 1/2X ^c	2X	Sunday and Holiday
Ground Wire Man, Nozzleman, Rodman	\$44.05 ^d	7.47	7.00	^a 5.93	0.09	8	64.54	86.565	108.59	86.565	108.59	108.59
Gunman	43.10 ^d	7.47	7.00	^a 5.93	0.09	8	63.59	85.14	106.69	85.14	106.69	106.69
Reboundman	39.56 ^d	7.47	7.00	^a 5.93	0.09	8	60.05	79.83	99.61	79.83	99.61	99.61
Entry-Level Gunite Worker Step 1 ^e (0-1000 hours)	27.30 ^d	4.40	6.11	^a 5.93	0.06	8	43.80	57.45	71.10	57.45	71.10	71.10
Entry-Level Gunite Worker Step 2 ^e (1001- 2000 hours)	29.30 ^d	4.40	6.11	^a 5.93	0.06	8	45.80	60.45	75.10	60.45	75.10	75.10

^a Includes an amount per hour worked for Supplemental Dues.

^b Rate applies to the first 3 overtime hours.

^c Rate applies to the first 11 overtime hours.

^d Employees working from a Bos'n's Chair or suspended from a rope or cable shall receive \$0.40/hour above this rate.

^e Ratio is one Entry- Level Gunite Worker for the 1st 4 Journeymen on the job (although the Entry-Level Gunite Worker may be the 2nd worker on the job) and 1 Entry-Level Gunite Worker for every 4 Journeymen thereafter (the Entry-Level Gunite Worker may not be on the job until after all 4 Journeymen are on the job).

^f In the event it is not reasonably possible to complete forty (40) hours of work on an eight (8) hour day shift, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: HOUSEMOVER (LABORER)

DETERMINATION: SC-102-507-1-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other Payments ^b	Hours	Total Hourly Rate	Daily ^c 1 1/2X	Saturday ^{c,d} 1 1/2X	Sunday/ Holiday 2X
Housemover	\$35.29	7.47	8.90	4.87	0.69	0.51	8.0	57.73	75.375	75.375	93.02

^a Includes Supplemental Dues contribution.

^b Include an amount for Contract Administration Fund (\$0.07), Contract Compliance Trust Fund (\$0.30), Industry Fund (\$0.08), and Laborers Trusts' Administrative Trust Fund (\$0.06).

^c Any hours over 12 hours in a single workday are double time.

^d If the employee is unable to complete the forty (40) hours during the normal workweek, Monday through Friday, due to inclement weather or a situation beyond the employers control, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate in the same workweek.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LANDSCAPE/IRRIGATION LABORER/TENDER

DETERMINATION: SC-102-X-14-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: July 31, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Landscape/Irrigation Laborer	\$33.43	\$7.47	\$8.90	\$4.87 ^a	\$0.69	\$0.48	8	\$55.84	\$72.555	\$72.555	\$89.27
Landscape Hydro Seeder	\$34.53	\$7.47	\$8.90	\$4.87 ^a	\$0.69	\$0.48	8	\$56.94	\$74.205	\$74.205	\$91.47

DETERMINATION: SC-102-X-14-2019-1A

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: July 31, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

Landscape/Irrigation Tender ^c	\$15.30	\$2.45	\$1.25	\$1.03 ^a	--	--	8	\$20.03	\$27.68	\$27.68	\$35.33
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#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' Website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount per hour worked for Supplemental Dues.

^b Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

^c The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer; and the seventh and eighth employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the Travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TREE MAINTENANCE¹ (LABORER)

(APPLIES ONLY TO ROUTINE TREE MAINTENANCE WORK, NOT CONSTRUCTION AND/OR LANDSCAPE CONSTRUCTION²)

DETERMINATION: SC-102-X-20-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

CLASSIFICATION ^a (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X ^b	Sunday/ Holiday 2X
Senior Tree Trimmer	\$20.40	\$2.45	\$1.75	\$2.17	-	\$0.30	8	\$27.07	\$37.27	\$47.47
Tree Trimmer	\$18.40	\$2.45	\$1.75	\$1.97	-	\$0.30	8	\$24.87	\$34.07	\$43.27
Groundsperson	\$15.65	\$2.45	\$1.75	\$1.82	-	\$0.30	8	\$21.97	\$29.795	\$37.62

^a There shall be at least one Senior Tree Trimmer on crews of three or more.

^b Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

¹ This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

² This determination does not apply to tree trimming, removal, or planting work performed on construction or landscape construction contracts.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: LANDSCAPE MAINTENANCE LABORER

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)¹

DETERMINATION: SC-LML-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: March 31, 2020* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	\$13.00	-	-	^a 0.115	0.17	-	8	^b 13.285	^b 19.785
Inyo, Mono and San Bernardino	13.00	-	-	0.30	0.17	-	8	13.47	19.97
Kern	13.00	-	-	^c 0.16	0.17	-	8	^b 13.33	^b 19.83
	13.00	-	-	^d 0.27	0.46	-	8	^b 13.73	^b 20.23
Los Angeles	13.00	0.89	-	^e 0.115	0.14	-	8	^b 14.145	^b 20.645
Orange	13.00	-	-	^f 0.11	0.11	-	8	^b 13.22	^b 19.72
Riverside	13.00	-	-	^g 0.20	0.16	-	8	^b 13.36	^b 19.86
San Diego	13.00	-	-	0.22	0.115	-	8	13.335	19.835
	13.00	-	-	0.24	0.12	-	8	13.36	19.86
San Luis Obispo	13.00	-	-	^k 0.15	0.15	-	8	13.30	19.80
	13.00	-	-	^l 0.16	0.16	-	8	13.32	19.82
Santa Barbara	13.00	-	-	^h 0.12	0.12	-	8	^b 13.24	^b 19.74
	13.00	-	-	ⁱ 0.13	0.13	-	8	^b 13.26	^b 19.76
Ventura	13.00	-	-	0.115	0.16	-	8	13.275	19.775
	13.00	2.97	-	^j 0.19	0.26	-	8	^b 16.42	^b 22.92

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^f \$0.22 after 4 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^c \$0.31 after 2 years of service.

^j \$0.38 after 3 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^k \$0.29 after 2 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^l \$0.31 after 2 years of service.

¹ This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: ASBESTOS AND LEAD ABATEMENT (LABORER)

DETERMINATION: SC-102-882-1-2020-1

ISSUE DATE: February 22, 2020

EXPIRATION DATE OF DETERMINATION: February 28, 2021** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties

Classification (Journey person)	<u>Employer Payments</u>						<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other ^b	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^c 1 1/2X	Sunday/ Holiday 2X
Asbestos and Lead Abatement Worker	\$36.13	7.47	9.15	4.97	0.75	0.51	8	\$58.98	\$77.045	\$77.045	\$95.11

^a Includes an amount for supplemental dues.

^b Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

^c Saturdays in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

NOTE: Asbestos Abatement must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (916) 574-2993.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the Travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # PARKING AND HIGHWAY IMPROVEMENT
(STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)**

DETERMINATION: SC-23-102-6-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura counties.

Classification (Journeyperson)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other	Hours ^b	Total Hourly Rate	Daily	6th & 7th	Holiday
									1 1/2X	Day ^c 1 1/2X	2X
CLASSIFICATION GROUPS											
Group 1	\$37.91	\$7.47	\$5.85	\$5.11 ^a	\$1.31	\$0.50	8	\$58.15	\$77.105	\$77.105	\$96.06
Group 2	39.21	7.47	5.85	5.11 ^a	1.31	0.50	8	59.45	79.055	79.055	98.66
Group 3	41.22	7.47	5.85	5.11 ^a	1.31	0.50	8	61.46	82.070	82.070	102.68
Group 4	42.96	7.47	5.85	5.11 ^a	1.31	0.50	8	63.20	84.680	84.680	106.16

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount per hour worked for Supplemental Dues.

^b Straight-time hours: 8 consecutive hours per day. 40 hours over 5 consecutive days, Monday through Sunday shall constitute a week's work at straight time.

^c The sixth consecutive day in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS:

Group 1

Protective coating, Pavement sealing
(repairs and filling of cracks by any
method to parking lots, game courts and
playgrounds, and tracks, whether indoor
or outdoor)
Installation of carstops
Traffic Control Person & Serviceman;
including work of installing and
protecting utility covers, traffic
delineating devices, posting of no parking
and notifications for public convenience
Asphalt Repair
Equipment Repair Technician
Truncated Dome Assitant
Decorative Asphalt Surfacing Applicator
Assistant

Group 2

Traffic Surface Abrasive Blaster
Pot Tender
Traffic Control Person/Certified Traffic
Control Person
Repairing and filling of cracks and surface
cleaning on streets, highways, and
airports by any means, and other work
not directly connected with the
application of slurry seal
Slurry Seal Squeegee man (finisher)
Bob Cat/Skid Steer
Seal Roller
Forklift

Group 3

Traffic Delineating Device Applicator
Traffic Protective System Installer
Pavement Marking Applicator

Slurry Seal Applicator Operator (Line
Driver-including self-contained
distribution units, aggregate spreader
truck)
Shuttleman (loader/slurry machine
operations) operation of all related
machinery and equipment; handling of
related materials
Truncated Dome Technician
Decorative Asphalt Surfacing Applicator

Group 4

Traffic Striping Applicator
Slurry Seal Mixer Operator
Power Broom Sweeper (operation of all
related trucks, machinery and equipment;
Handling of related materials)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: SC-23-203-2-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday/ Holiday 2X
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$37.00	8.17	9.68	7.04 ^b	0.64	0.27	8	62.80	81.30 ^c	81.30 ^c	99.80
Magnesite, magnesite-terrazzo and mastic composition, Epoxy,. Urethanes and exotic coatings, Dex-O-Tex	\$37.12	8.17	9.68	7.04 ^b	0.64	0.27	8	62.92	81.48 ^c	81.48 ^c	100.04
Floating and Troweling Machine Operator	\$37.25	8.17	9.68	7.04 ^b	0.64	0.27	8	63.05	81.675 ^c	81.675 ^c	100.30

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

^b Includes an amount for supplemental dues.

^c Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TEAMSTER
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: SC-23-261-2-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification ^c (Journeyman)	Basic Hourly and Rate	Health Welfare	Employer Payments				Straight-Time		Overtime Hourly Rates		
			Pension	Vacation/ Holiday	Training ^e	Other Payments	Hours	Total Hourly Rate	Daily ^d 1 1/2X	Saturday ^d 1 1/2X	Sunday/ Holiday 2X
Group I	31.59	18.62	6.00	3.15 ^a	1.82	.45	8	61.63	77.43	77.43	93.22
Group II	31.74	18.62	6.00	3.15 ^a	1.82	.45	8	61.78	77.65	77.65	93.52
Group III	31.87	18.62	6.00	3.15 ^a	1.82	.45	8	61.91	77.85	77.85	93.78
Group IV	32.06	18.62	6.00	3.15 ^a	1.82	.45	8	62.10	78.13	78.13	94.16
Group V	32.09	18.62	6.00	3.15 ^a	1.82	.45	8	62.13	78.18	78.18	94.22
Group VI	32.12	18.62	6.00	3.15 ^a	1.82	.45	8	62.16	78.22	78.22	94.28
Group VII	32.37	18.62	6.00	3.15 ^a	1.82	.45	8	62.41	78.60	78.60	94.78
Group VIII	32.62	18.62	6.00	3.15 ^a	1.82	.45	8	62.66	78.97	78.97	95.28
Group IX	32.82	18.62	6.00	3.15 ^a	1.82	.45	8	62.86	79.27	79.27	95.68
Group X	33.12	18.62	6.00	3.15 ^a	1.82	.45	8	62.16	79.72	79.72	96.28
Group XI	33.62	18.62	6.00	3.15 ^a	1.82	.45	8	63.66	80.47	80.47	97.28
Subjourneyman ^b											
0-2000 hours	17.80	18.62	6.00	2.00 ^a	1.82	.45	8	46.69	55.59	55.59	64.49
2001-4000 hours	19.80	18.62	6.00	2.25 ^a	1.82	.45	8	48.94	58.84	58.84	68.74
4001-6000 hours	21.80	18.62	6.00	2.50 ^a	1.82	.45	8	51.19	62.09	62.09	72.99
Over 6000 hours and thereafter at journeyman rates											

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp> . To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

^c For classifications within each group, see page 21A.

^d Rate applies to the first 4 daily overtime hours on weekdays and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

^e Includes \$0.60 for Apprentice Program Fund and \$1.22 for Teamster Training and Upgrading Trust.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

DETERMINATION: SC-23-261-2-2019-1

Group I

Warehouseman and Teamster

Group II

Driver of Vehicle or Combination of Vehicles - 2 axles

Traffic Control Pilot Car, excluding moving heavy equipment permit load

Truck Mounted Power Broom

Group III

Driver of Vehicle or Combination of Vehicles - 3 axles

Bootman

Cement Mason Distribution Truck

Fuel Truck Driver

Water Truck - 2 axles

Dump Truck of less than 16 yards water level

Erosion Control Driver

Group IV

Driver of Transit Mix Truck-Under 3 yds

Dumpcrete Truck Less than 6 1/2 yards water level

Truck Repairman Helper

Group V

Water Truck 3 or more axles

Warehouseman Clerk

Slurry Truck Driver

Group VI

Driver of Transit Mix Truck - 3 yds or more

Dumpcrete Truck 6 1/2 yds water level and over

Driver of Vehicle or Combination of Vehicles - 4 or more axles

Driver of Oil Spreader Truck

Dump Truck 16 yds to 25 yds water level

Side Dump Trucks

Flow Boy Dump Trucks

Group VII

A Frame, Swedish Crane or Similar

Forklift Driver

Ross Carrier Driver

Group VIII

Dump Truck of 25 yds to 49 yards water level

Truck Repairman

Water Pull Single Engine

Welder

Group IX

Truck Repairman Welder

Low Bed Driver, 9 axles or over

Group X

Working Truck Driver

Truck Greaser and Tireman - \$0.50 additional for Tireman

Pipeline and Utility Working Truck Driver, including

Winch Truck and Plastic Fusion, limited to Pipeline and Utility Work

Dump Truck and Articulating - 50 yards or more water level

Water Pull Single Engine with attachment

Group XI

Water Pull Twin Engine

Water Pull Twin Engine with attachments

Winch Truck Driver - \$0.25 additional when operating a Winch or similar special attachments

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TEAMSTER (SPECIAL SHIFT)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: SC-23-261-2-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification ^c (Journeyman)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight-Time		Overtime Hourly Rates		
			Pension	Vacation/ Holiday	Training ^e	Other Payments	Hours	Total Hourly Rate	Daily ^d 1 1/2X	Saturday ^d 1 1/2X	Sunday/ Holiday 2X
Group I	32.09	18.62	6.00	3.15 ^a	1.82	.45	8	62.13	78.18	78.18	94.22
Group II	32.24	18.62	6.00	3.15 ^a	1.82	.45	8	62.28	78.40	78.40	94.52
Group III	32.37	18.62	6.00	3.15 ^a	1.82	.45	8	62.41	78.60	78.60	94.78
Group IV	32.56	18.62	6.00	3.15 ^a	1.82	.45	8	62.60	78.88	78.88	95.16
Group V	32.59	18.62	6.00	3.15 ^a	1.82	.45	8	62.63	78.93	78.93	95.22
Group VI	32.62	18.62	6.00	3.15 ^a	1.82	.45	8	62.66	78.97	78.97	95.28
Group VII	32.87	18.62	6.00	3.15 ^a	1.82	.45	8	62.91	79.35	79.35	95.78
Group VIII	33.12	18.62	6.00	3.15 ^a	1.82	.45	8	63.16	79.72	79.72	96.28
Group IX	33.32	18.62	6.00	3.15 ^a	1.82	.45	8	63.36	80.02	80.02	96.68
Group X	33.62	18.62	6.00	3.15 ^a	1.82	.45	8	63.66	80.47	80.47	97.28
Group XI	34.12	18.62	6.00	3.15 ^a	1.82	.45	8	64.16	81.22	81.22	98.28
Subjourneyman ^b											
0-2000 hours	17.80	18.62	6.00	2.00 ^a	1.82	.45	8	46.69	55.59	55.59	63.49
2001-4000 hours	19.80	18.62	6.00	2.25 ^a	1.82	.45	8	48.94	58.84	58.84	68.74
4001-6000 hours	21.80	18.62	6.00	2.50 ^a	1.82	.45	8	51.19	62.09	62.09	72.99
Over 6000 hours and thereafter at journeyman rates											

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

^c For classifications within each group, see page 21A.

^d Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

^e Includes \$0.60 for Apprentice Program Fund and \$1.22 for Teamster Training and Upgrading Trust.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TEAMSTER (SECOND SHIFT)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: SC-23-261-2-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification ^c (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ Holiday	Training ^f	Other Payments	Hours ^d	Total Hourly Rate	Daily ^e 1 1/2X	Saturday ^e 1 1/2X	Sunday/ Holiday 2X
Group I	32.59	18.62	6.00	3.15 ^a	1.82	.45	8	62.63	78.93	78.93	95.22
Group II	32.74	18.62	6.00	3.15 ^a	1.82	.45	8	62.78	79.15	79.15	95.52
Group III	32.87	18.62	6.00	3.15 ^a	1.82	.45	8	62.91	79.35	79.35	95.78
Group IV	33.06	18.62	6.00	3.15 ^a	1.82	.45	8	63.10	79.63	79.63	96.16
Group V	33.09	18.62	6.00	3.15 ^a	1.82	.45	8	63.13	79.68	79.68	96.22
Group VI	33.12	18.62	6.00	3.15 ^a	1.82	.45	8	63.16	79.72	79.72	96.28
Group VII	33.37	18.62	6.00	3.15 ^a	1.82	.45	8	63.41	80.10	80.10	96.78
Group VIII	33.62	18.62	6.00	3.15 ^a	1.82	.45	8	63.66	80.47	80.47	97.28
Group IX	33.82	18.62	6.00	3.15 ^a	1.82	.45	8	63.86	80.77	80.77	97.68
Group X	34.12	18.62	6.00	3.15 ^a	1.82	.45	8	64.16	81.22	81.22	98.28
Group XI	34.62	18.62	6.00	3.15 ^a	1.82	.45	8	64.66	81.97	81.97	99.28
Subjourneyman ^b											
0-2000 hours	17.80	18.62	6.00	2.00 ^a	1.82	.45	8	46.69	55.59	55.59	64.49
2001-4000 hours	19.80	18.62	6.00	2.25 ^a	1.82	.45	8	48.94	58.84	58.84	68.74
4001-6000 hours	21.80	18.62	6.00	2.50 ^a	1.82	.45	8	51.19	62.09	62.09	72.99
Over 6000 hours and thereafter at journeyman rates											

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

^c For classifications within each group, see page 21A.

^d The third shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

^e Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

^f Includes \$0.60 for Apprentice Program Fund and \$1.22 for Teamster Training and Upgrading Trust.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # HORIZONTAL DIRECTIONAL DRILLING (LABORER)

DETERMINATION: SC-102-1184-1-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Classification (Journeyperson)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2x	Saturday ^b 1 1/2x	Sunday/ Holiday 2x
GROUP I											
(Drilling Crew Laborer)	\$36.70	\$7.47	\$5.25	\$3.40	\$0.40	\$0.98	8	\$54.20	72.550	72.550	\$90.90
GROUP II											
(Vehicle Operator/Hauler)	\$36.87	\$7.47	\$5.25	\$3.40	\$0.40	\$0.98	8	\$54.37	72.805	72.805	\$91.24
GROUP III											
(Horizontal Directional Drill Operator)	\$38.72	\$7.47	\$5.25	\$3.40	\$0.40	\$0.98	8	\$56.22	75.580	75.580	\$94.94
GROUP IV											
(Electronic Tracking Locator, Subsurface Imaging Laborer)	\$40.72	\$7.47	\$5.25	\$3.40	\$0.40	\$0.98	8	\$58.22	78.580	78.580	\$98.94

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

Appendix B
Proposed Subcontractor/Employment Form

Proposed Subcontractor/Employment Form

This form shall be submitted to the City's Project Manager to provide good faith efforts in targeting local labor and/or employment for work subcontracted for the Project. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

Bidder certifies that all Subcontractors listed are eligible to perform the Work. Add additional sheets, if necessary, to list all Subcontractors.

Contractors shall submit evidence of good faith efforts to engage local hires at the time of submission of bids. Good faith efforts should include placing advertisements inviting proposals in local newspapers, sending request for proposals to local sub-contractors, or by demonstrating no local sub-contract or individual hires would be qualified to perform the work or supply the materials or equipment. Additionally, Contractor shall make continued reasonable efforts to cause all solicitations for full-time, part-time, new or replacement employment, needed for the construction, maintenance and repair of this Project to be advertised in such a manner as to target local City residents and businesses. Please provide the following information, using additional sheets of paper if necessary and submit this form with bid.

1. Solicitation Lists/Publications: The names and dates of each publication in which a request for the solicitation of new or replacement employment for the prime contractor and any sub-contractor, at every tier, was provided to businesses whose owners or some or all of its work forces reside within Morro Bay.

Publications/Solicitation Lists	Date of Advertisement

Work to be Performed	Contractor Name	License Type/Number	Percent of Total Contract	CA DIR Registration Number	DBE Certification Number (if applicable)
1.					
2.					
3.					

CONTRACTOR

(Signature)

(Date)

^{AD1} Addendum No. 1

DOCUMENT 00410

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, Document 00700 - General Conditions, and Document 00800 - Supplementary Conditions.

ARTICLE 1 — OWNER AND BIDDER

1.01 This Bid is submitted to:

The City of Morro Bay
~~Public Works Department~~City Clerk
~~955 Shasta Avenue~~595 Harbor Street^{AD4}
Morro Bay, CA 93442

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 — ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid.

Contractor must submit all certifications and forms complete with Bid:

- A. Required Bid security in the form of cash, a certified or cashier's check, or a Bid Bond as specified in Document 00430 - Bid Bond(Penal Sum).
- B. Document 00434 - Proposed Subcontractors Form and Good Faith Efforts RE Local Hiring Form^{AD5}.
- C. Document 00451A - Qualification Statement and with supporting data.
- D. Document 00452 - Affirmative Action Program Certificate.
- E. Document 00456 - Non-Collusion Affidavit.
- F. Document 00458 - Certification of Drug-Free Workplace Requirements.
- G. Document 00459 – Prohibited Business Disclosure Form.
- H. Document 00820 – Federal and State Funding Requirements.
 - 1. Proof of Registration with the California Department of Industrial Relations in the form of a PDF extract from DIR Public Works Registration Website.
 - 2. ~~US EPA Form 6100-3: DBE Subcontractor Performance Form~~SWRCB Form 4500-3: DBE Sub-contractor Performance Form.
 - 3. ~~US EPA Form 6100-4: DBE Subcontractor Utilization Form~~SWRCB Form 4500-4: DBE Sub-contractor Utilization From.^{AD4}
 - 4. Section 00820 – Appendix B: Davis Bacon Act Certificate of Eligibility.
 - 5. Section 00820 – Appendix C: Nondiscrimination Clause Certification.
 - 6. Section 00820 – Appendix D: Certification Regarding Drug-Free Workplace Requirements.

7. Section 00820 – Appendix E: Certification of Non-Segregated Facilities.
8. Section 00820 – Appendix F: DBE Good Faith Effort Verification.
9. Section 00820 – Appendix G: Certification Regarding American Iron and Steel (AIS) Requirements.
10. Section 00820 – Appendix H: Certification Regarding Lobbying.

ARTICLE 3 — BASIS OF BID

3.01 Bidder will complete the Work in Accordance with the Contract Document for the Following Unit Prices.

A. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

B. Description of bid items listed in Basis of Bid Table below is provided in Section 01200 – Measurement and Payment.^{AD2}

B.—

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1		
2	Special Constraints, Work Plans, General Requirements, Special Inspection and Permits	LS	1		
3	Excavation Sheet piling, Shoring, and Bracing	LS	1		
4	Traffic Control, Outreach, & Signage	LS	1		
5	Additional Signage Allowance	ALLOW	1		
6	LS-3 SSFM Temporary Bypass, Demo & Abandonment	LS	1		
7	PS-A SSFM Temporary Bypass Pumping	LS	1		
8	PS-B SSFM Temporary Bypass Pumping	LS	1		
9	Temporary Facilities & Miscellaneous Bypass Pumping	LS	1		
10	Water Pollution Control, SWPPP Preparation, BMP implementation, and Monitoring	LS	1		
11	Landscaping, Hydroseeding, and Misc. Surface Restoration	LS	1		

12	Utility Verification During Construction	LS	1		
13	High Priority Utility Verification Before Construction	EA	26 34		
14	Utility Crossings, Special Inspection, and Utility Coordination Support	LS	1		
15	Tree Removal	EA	36 4 ^{AD5}		
16	Well Destruction, Miscellaneous Demolition & Abandonment	LS	1		
17	Administration and Maintenance Building Drains	LS	1		
18	PS-A: 15" SS & Junction MHs	LS	1		
19	PS-A: Diversion MH & 24" SS	LS	1		
20	PS-A: PS-A Junction MH	LS	1		
21	PS-A: 24" SS Inlet & 8" RO MH	LS	1		
22	PS-A: Miscellaneous Demolition and Abandonment	LS	1		
23	PS-A: Soil Improvements	LS	1		
24	PS-A: Emergency Storage Structures & 18" OF	LS	1		
25	PS-A: Site Improvements, Pump Station Wet Well, Mechanical & Structural Improvements, and Odor Control System	LS	1		
26	PS-A: Electrical Improvements, Emergency Generator & Antenna	LS	1		
27	STA 56+75 FM Junction MH & 24"SS	LS	1		
28	PS-B: PS-B Junction MH	LS	1		
29	PS-B: 24" SS Inlet	LS	1		
30	PS-B: 8"SS Diversion MH & 8"SS	LS	1		
31	PS-B: Miscellaneous Demolition and Clearing & Grubbing	LS	1		
32	PS-B: Site Improvements, Pump Station Wet Well, Mechanical & Structural	LS	1		

	Improvements, Surge Tank System, and Odor Control				
33	PS-B: Electrical Improvements & Emergency Generator	LS	1		
34	Air Relief Structure Demolition & Rehabilitation	LS	1		
35	RO Discharge to Brine Connection	LS	1		
36	Miscellaneous SB HWY-1 On-Ramp Embankment Improvements	LS	1		
37	Utility Bridge Abutments & Dewatering	LS	1		
38	Prefabricated Utility Bridge	LS	1		
39	Utility Bridge Mechanical Improvements, Pipe Supports, and Appurtenances	LS	1		
40	Utility Bridge North Site and Electrical Improvements & South Site Improvements	LS	1		
41	Passive Odor Control Station, Pad, Drain, and Vents	EA	45 ^{AD5}		
42	Bike Path Chain Link Fence Replacement	LF	1,481		
43	Main St Retaining Wall & Railing Replacement	LS	1		
44	STA 95+00 36" Storm Drain Replacement & MHs	LS	1		
45	STA 106+64 Storm Drain Crossing Replacement	LS	1		
46	STA 121+62 Storm Drain Crossing Replacement	LS	1		
47	STA 94+50 ARV Installation, Vaults, Appurtenances, and Vents	LS	1		
48	STA 114+50 CARV Installation, Vaults, Appurtenances, and Vents	LS	1		
49	STA 126+80 CARV Installation, Appurtenances, and Vents	LS	1		
50	STA 149+50 LS-3 Connection	LS	1		
51	Quintana 10" Relocated Water Hydrant Connections	EA	4		

52	Willow Camp Creek Jacking and Receiving Shafts & Dewatering	LS	1		
53	Willow Camp Creek 60" Steel Casing Auger Bore and Jack Trenchless Construction & Appurtenances	LF	145		
54	Roundabout Microtunneling Jacking and Receiving Shafts & Dewatering	LS	1		
55	Roundabout 60" Steel Casing Microtunneling Trenchless Construction & Appurtenances	LF	310		
56	Tracer Wire, Tracing Stations, and Termination Ground Rods	LF	19,057		
57	Fiber Optic Pullboxes	EA	26		
58	Fiber Optic Conduit, Inner Ducts, and FO Cable In Joint Trench	LF	14,825		
59	Fiber Optic Conduit in Single Trench	LF	2,452		
60	Pavement Replacement In T-Trench Limits with no Contiguous Rehabilitation	CY	58		
61	Pavement Replacement In T-Trench Limits with Contiguous Rehabilitation	CY	1,818		
62	Pavement Rehabilitation Beyond T-Trench Limits	CY	204		
63	Pavement Replacement Beyond T-Trench Limits	CY	225		
64	Caltrans Encroachment Pavement Replacement & Rehabilitation	SF-CY AD4	10,112 273 AD4		
65	Bike Path Pavement Replacement				
65.A	AC Bike Path				
65.B	Concrete Bike Path	LF	305		
66	Bike Path Subgrade Drain Rock Reinforcement	LF	465		
67	Striping, Stenciling, & Curb Painting	LS	1		

68	Flat Work, Curbs, & Gutter Replacement	LF	598		
69	Brine Pipeline	CIRCLE SELECTED CARRIER PIPELINE MATERIAL FPVC OR HDPE			
69.A	Air Relief Structure to STA 15+70	LF	561		
69.B	STA 15+70 to STA 27+00	LF	1,130		
69.C	STA 27+00 to STA 32+50	LF	550		
69.D	STA 32+50 to STA 33+13	LF	63		
69.E	STA 34+80 to STA 50+50	LF	1,570		
69.F	STA 50+50 to STA 51+94	LF	144		
69.G	STA 51+94 to STA 58+02	LF	608		
69.H	STA 58+05 to STA 96+22	LF	3,817		
69.I	STA 96+22 to STA 99+32	LF	310		
69.J	STA 99+32 to STA 114+50	LF	1,518		
69.K	STA 114+50 to STA 156+00	LF	4,150		
69.L	STA 156+00 to STA 160+50	LF	450		
69.M	STA 160+50 to STA 161+81.4	LF	132		
70	FM1 & FM2 Pipelines (PS-A)	CIRCLE SELECTED CARRIER PIPELINE MATERIAL: FPVC OR HDPE			
70.A	PS-A Yard DIP Transition to STA 15+70	LF	84		
70.B	STA 15+70 to STA 27+00	LF	1,130		
70.C	STA 27+00 to STA 32+50	LF	550		
70.D	STA 32+50 to STA 33+13	LF	63		
70.E	STA 34+80 to STA 50+50	LF	1,570		
70.F	STA 50+50 to STA 51+94	LF	144		
70.G	STA 51+94 to STA 56+75	LF	481		
71	FM1 & FM2 Pipelines (PS-B)	CIRCLE SELECTED CARRIER PIPELINE MATERIAL FPVC OR HDPE			
71.A	PS-B Yard DIP Transition to STA 58+30	LF	74		
71.B	STA 58+30 to STA 96+22	LF	3,792		
71.C	STA 96+22 to STA 99+32	LF	310		
71.D	STA 99+32 to STA 156+00	LF	5,668		
71.E	STA 156+00 to STA 160+50	LF	450		
71.F	STA 160+50 to STA 161+81.4	LF	132		
72	IPR Pipeline	CIRCLE SELECTED CARRIER PIPELINE MATERIAL FPVC OR HDPE			
72.A	STA 35+00 to STA 44+06	LF	906		

72.B	STA 44+06 to STA 47+00	LF	294		
72.C	STA 47+00 to STA 50+50	LF	350		
72.D	STA 50+50 to STA 51+94	LF	144		
72.E	STA 51+94 to STA 52+34	LF	40		
72.F	STA 52+34 to STA 55+62	LF	328		
72.G	STA 58+27 Wye to PS-B Sidewalk	LF	49		
72.H	PS-B Sidewalk to Yard DIP Transition	LF	42		
72.I	STA 55+62 to STA 58+00	LF	238		
72.J	STA 58+00 to STA 60+00	LF	200		
72.K	STA 60+00 to STA 64+40	LF	440		
72.L	STA 64+40 to STA 73+90	LF	953		
72.M	STA 73+90 to STA 80+90	LF	700		
72.N	STA 80+90 to STA 86+30	LF	542		
72.O	STA 86+30 to STA 87+70	LF	140		
72.P	STA 87+70 to STA 95+51	LF	781		
72.Q	STA 95+51 to STA 96+22	LF	71		
72.R	STA 96+22 to STA 99+32	LF	310		
72.S	STA 99+32 to STA 99+68	LF	42		
72.T	STA 99+68 to STA 115+00	LF	1,532		
72.U	STA 115+00 to STA 120+26	LF	526		
72.V	STA 120+26 to STA 126+31	LF	605		
72.W	STA 126+31 to STA 143+75	LF	1,744		
72.X	STA 143+75 to STA 144+25	LF	50		
72.Y	STA 144+25 to STA 153+45	LF	920		
72.Z	STA 153+45 to STA 160+85	LF	740		
72.AA	STA 160+85 to STA 161+81.4	LF	97		
73	LS-2 FM	CIRCLE SELECTED CARRIER PIPELINE MATERIAL FPVC OR HDPE			
73.A	LS-2 Connection to STA 28+62	LF	1,862		
73.B	STA 53+96 to STA 56+75	LF	279		
74	Relocated 12" Water Pipeline, Temporary Bypass, Demo & Abandonment				
74.A	STA 34+81 to STA 44+06				
74.B	STA 44+06 to STA 47+00	LF	294		

74.C	STA 47+00 to STA 50+53	LF	353		
74.D	STA 51+72 to STA 53+21	LF	149		
74.E	STA 77+43 to STA 82+05	LF	462		
75	Relocated 10" Water Pipelines, Temporary Bypass, Demo & Abandonment				
75.A	STA 121+34 to STA 143+75	LF	2,241		
75.B	STA 143+75 to STA 144+25	LF	50		
75.C	STA 144+25 to END	LF	673		
76	Miscellaneous Water Relocation, Temporary Bypass, Demo & Abandonment				
76.A	STA 99+25 to STA 99+80	LF	55		
77	Relocated Raw Water & Electrical Conduit, Temporary Bypass, Demo & Abandonment	LS	1		
78 ^{AD5}	Brine Extension at STA 60+70 (LS) ^{AD5}	LS ^{AD5}	1 ^{AD5}		
Total of All Lump Sum and Unit Price Bid Items^{AD2}					

ARTICLE 4 — TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the Document 00700 - General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 — BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid acceptance period
- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
- A. Bidder hereby acknowledges receipt of the following Addenda: Add rows as needed. Bidder is to complete table.

Addendum Number	Addendum Date

ARTICLE 6 — BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Document 00800 - Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the 00800 - Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Document 00800 - Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
12. In accordance with California Labor Code, Section 1861, the Bidder states the following as its certification:
 - a. "I am aware of the provisions of California Labor Code, Section 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."

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract as defined below:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between 2 or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
 5. In accordance with California Public Contract Code, Section 7103.5(b), Contractor or Subcontractor shall offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code).

Bidder:

(typed or printed name of organization)

Bidder's Contractor License No.:

California DIR Registration No.:

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

A Limited Liability Corporation

Limited Liability Corporation Name: _____

By: _____
(Signature of managing member -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

END OF DOCUMENT

^{AD4} Addendum No. 4

^{AD5} Addendum No. 5

^{AD2} Addendum No. 2

DOCUMENT 00430

BID BOND (PENAL SUM FORM)

Bidder Name: _____ Address <i>(principal place of business)</i> : _____	Surety Name: _____ Address <i>(principal place of business)</i> : _____
Owner Name: City of Morro Bay Address <i>(principal place of business)</i> : 955 Shasta Avenue Morro Bay, CA 93442	Bid Project <i>(name and location)</i> : _____ Bid Due Date: _____
Bond Penal Sum: _____ Date of Bond: _____	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____	_____
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than 1 year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF DOCUMENT

DOCUMENT 00434

PROPOSED SUBCONTRACTORS FORM

The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

A goal of City with respect to this Project is to foster employment opportunities for City residents and businesses. To that end, Contractor shall make continued reasonable efforts to cause all solicitations for full-time, part-time, new or replacement employment, needed for the construction, maintenance and repair of this Project, which is the subject of this Agreement, to be advertised in such a manner as to target local City residents and businesses. Such efforts are subject to City's Project Manager's prior written approval and shall be in addition to the DBE requirements. Contractor's subcontractors, of every tier related to this Project, shall also be required to comply with the foregoing. Contractor shall ensure all of its subcontracts relating to this Project, of every tier, include similar language and all those subcontractors adhere to these requirements. Nothing in this Section shall require Contractor or any of its subcontractors, at any tier, to offer employment to any individual who is not otherwise qualified for such employment. A violation of this provision by Contractor or any of its subcontractors, at any tier, shall be a material breach of this Agreement. In addition to any other remedy City has regarding a material breach of this Agreement, a violation of this provision shall also result in the assessment of liquidated damages of \$5,000 to \$10,000 per violation. Without limiting the generality of the foregoing, the provisions of this Section are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

Add additional sheets, if necessary, to list all Subcontractors.

If no Subcontractors are listed, it will be assumed that no Subcontractors are to be employed meeting the above conditions.

BIDDER

(Signature)

(Date)

Work to be Performed	Contractor Name	License Type/Number	Percent of Total Contract	CA DIR Registration Number
1.	Prime Contractor			
2.				
3.				
4.				
5.				
6.				
7.				
8.				

The Contractor is responsible to list the information for their proposed Project Manager, responsible for DIR compliance, in the space below provided and sign below.

Contractor Project Manager Name	Title	E-mail address	Work phone number

GOOD FAITH EFFORTS RE LOCAL HIRING

Contractors shall submit evidence of good faith efforts to engage local hires at the time of submission of bids. Good faith efforts should include placing advertisements inviting proposals in local newspapers, sending request for proposals to local sub-contractors, or by demonstrating no local sub-contract or individual hires would be qualified to perform the work or supply the materials or equipment. Additionally, Contractor shall make continued reasonable efforts to cause all solicitations for full-time, part-time, new or replacement employment, needed for the construction, maintenance and repair of this Project to be advertised in such a manner as to target local City residents and businesses. Please provide the following information, using additional sheets of paper if necessary and submit this form with bid.

1. Solicitation Lists/Publications: The names and dates of each publication in which a request for the solicitation of new or replacement employment for the prime contractor and any sub-contractor, at every tier, was provided to businesses whose owners or some or all of its work forces reside within Morro Bay.

Publications/Solicitation Lists	Date of Advertisement

2. Soliciting Local Labor Forces: The names, addresses and dates of written notices sent to potential sub-contractors to solicit bids and individuals for employment for this project and the dates and methods used for following up initial solicitations to determine with certainty the sub-contractors were interested.

Name and Addresses of Local Sub-Contractors Solicited/Individuals	Date of Initial Notice	Follow-up Methods and Dates.

END OF DOCUMENT

DOCUMENT 00451A**QUALIFICATIONS STATEMENT****ARTICLE 1 — GENERAL INFORMATION**

1.01 Provide contact information for the Business:

Legal Name of			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25 percent or greater), or that are wholly or partly (25 percent or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2 — LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing			
License No:		Expiration Date:	
Name of License:			
Licensing			
License No:		Expiration Date:	

ARTICLE 3 — DIVERSE BUSINESS INFORMATION

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4 — SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Man Hours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10 percent or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5 — FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6 — SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7 — INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8 — CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venture:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of 3 and a maximum of 6 projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9 — REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venture, as required in this Document.
- B. Diverse Business Certifications if required this Document.
- C. Certification of Business's safety performance if required this Document.
- D. Financial statements as required this Document.

- E. Attachments providing additional information as required this Document.
- F. Schedule A (Current Projects) as required this Document.
- G. Schedule B (Previous Experience with Similar Projects) as required this Document.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required this Document.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Qualifications Statement
00451A-8

pw://Carollo/Documents/Client/CA/Morro Bay/11100A60/Deliverables/Conveyance/Specifications/00451A (BidSet)

11100A60
June 2020

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Liquidated Damages Amount (\$):					
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Liquidated Damages Amount (\$):					
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Liquidated Damages Amount (\$):					
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Liquidated Damages Amount (\$):					
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Liquidated Damages Amount (\$):					
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Liquidated Damages Amount (\$):					
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	

Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

END OF DOCUMENT

DOCUMENT 00452

AFFIRMATIVE ACTION PROGRAM CERTIFICATE

The Bidder hereby certifies that Bidder is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, and all other applicable Federal and State laws and regulations relating to equal opportunity employment.

BIDDER

(Signature)

(Date)

Bidder's _____

Name: _____

Address: _____

(The above certification of the Bidder regarding its affirmative action program shall be filled out completely, signed, and submitted by each Bidder and shall be a part of the Contract Documents.)

END OF DOCUMENT

DOCUMENT 00456

NON-COLLUSION AFFIDAVIT

State of _____)

ss.

County of _____)

The undersigned declares that this Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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 they have full power to execute, and does execute, this declaration on behalf of the Bidder.

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

BIDDER

(Signature)

(Date)

Subscribed and sworn to before me on _____(date) at _____(location).

(Signature of Notary Public)

(seal)

END OF DOCUMENT

DOCUMENT 00458

CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS

ARTICLE 1 — BIDDER CERTIFICATIONS

- 1.01 The Bidder certifies that it will or will continue to provide a drug-free work place by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's work place and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement.
- 1.02 Notifying the employee in the statement that, as a condition of employment under the Contract, the employee will:
 - A. Abide by the terms of the statement.
 - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work place no later than 5 calendar days after such conviction.
 - C. Notifying the Owner in writing within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- 1.03 Taking 1 of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted:
 - A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of Federal and State law.
 - B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency.
 - C. Notify the employee that in the event of a major accident/incident resulting in loss of life, injury or damage to the facility, or equipment, all personnel involved shall be required to submit to substance testing as soon as possible after the incident, but not more than 4 hours after the incident.
- 1.04 Establishing an ongoing drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the work place.
 - B. The Bidder's policy of maintaining a drug-free work place.
 - C. Any available drug counseling, rehabilitation, and employee assistance programs.
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.
 - E. Making a good faith effort to continue to maintain a drug-free work place through implementation of the requirements stated in this Document.

ARTICLE 2 — WORK LOCATIONS

- 2.01 The Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this Contract:

A. Place(s) of Performance: (Street address, city, county, state, zip code):

BIDDER

(Signature)

(Date)

END OF DOCUMENT

SECTION 00459

PROHIBITED BUSINESS DISCLOSURE FORM - CA

In accordance with California Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Bidder certifies that:

1. Bidder is not identified on the list created by the California Department of General Services ("DGS") in accordance with California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
2. Bidder is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made in accordance with Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Bidder to this Certification, which is made under the laws of the State of California.

BIDDER

Signature

Date

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

Date of

Owner: City of Morro Bay

Owner's Project No.: N/A

Engineer:

Engineer's Project

Project: Water Reclamation Facility Lift Stations and Offsite Pipelines

Contract Name:

Bidder:

Bidder's

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The construction of the Water Reclamation Facility Lift Stations and Offsite Pipelines and performing related required work, located as shown on the Contract Drawings and Specifications.

The Contract Price of the awarded Contract is _____. Contract Price is subject to adjustment based on the provisions of the Contract.

Two unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in the General Conditions.

Owner:

By (signature): _____

Name
(printed): _____

Title: _____

Copy: Engineer

END OF DOCUMENT

DOCUMENT 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR

CITY OF MORRO BAY

STATE OF CALIFORNIA

CONTRACT FOR

WATER RECLAMATION FACILITY LIFT STATIONS AND OFFISTE PIPELINES

IN THE CITY OF MORRO BAY, CALIFORNIA

THIS AGREEMENT ("this Contract" or "this Agreement") is made and entered into in triplicate this _____ day of _____, 2020, by and among the City of Morro Bay, a municipal corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor". In consideration of the mutual covenants, conditions, promises, and agreements herein contained, City and Contractor hereby mutually covenant and agree as follows:

ARTICLE I – SCOPE OF WORK:

Each work order issued pursuant to this Agreement and each amendment, as provided herein, shall be based on the unit prices included in the bid upon which this Agreement was awarded. For all work provided pursuant this Agreement and every amendment provided for herein (the "WORK"), Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a workmanlike manner, and in strict accordance with the Contract Documents, (defined in Article 6 herein) the WORK of: Water Reclamation Facility Lift Stations and Pipelines, in the City of Morro Bay, State of California, as called for in the drawings and specifications adopted by City, which said drawings and specifications are identified by the signature of the parties of this Agreement. It is understood and agreed the tools, equipment, apparatus, facilities, labor, and materials shall be furnished, and the WORK performed and completed as required in said Contract Documents, and subject to the approval of City and duly authorized representatives.

ARTICLE 2 - TIME OF COMPLETION:

- A. The WORK shall be commenced within fifteen (15) days after date of receipt of City's "Notice to Proceed" (the "Initial Commencement Date") and shall be at Completion no later than ~~forty (40)~~ four hundred and thirty-five days (435)^{AD2} calendar days from and after the Initial Commencement Date.
- B. City and Contractor recognize time is of the essence as stated in paragraph A., above, and the City will suffer losses if the WORK is not completed in the time specified in paragraph A. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the WORK is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree, as liquidated damages for delay (but not as a penalty) Contractor shall pay City Five Hundred Dollars (\$500.00) for each day, or portion thereof, that expires after the time specified in Article 2.A.

ARTICLE 3 - CONTRACT PRICE:

City will pay Contractor in current funds for the full, complete and satisfactory performance the sum of: _____ (_____).

ARTICLE 4 – PAYMENT PROCEDURES:

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- B. The acceptance by Contractor of final payment shall be and shall operate as a full and unconditional release to the City of all claims and all liability to Contractor for all things done or furnished in connection with the WORK and for every act and neglect of City and others relating to or arising out of the WORK. No payment, however, final or otherwise, shall operate to release Contractor or sureties from any obligations under this Contract or the Performance and Payment Bond.
- C. The amount of retention on the project shall be five percent (5%) of the WORK completed to date including stored materials, if any.

ARTICLE 5 – CONTRACTOR’S REPRESENTATIONS:

In order to induce City to enter into this Agreement the Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the WORK.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the WORK.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-5.05 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the WORK; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the WORK at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the WORK as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

ARTICLE 6 – CONTRACT DOCUMENTS:

This Contract shall consist of the following identified documents herein referred to as the Contract Documents: Invitation to Bidders, Instructions for Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Bond Forms, Substitution of Securities, Guarantees, Insurance and Indemnification Requirements, Standard General Conditions, Specifications, City Standard Specifications, and attached supplemental information, Drawings, and any Addenda, for the project, as those documents exist on the date of the first signature to this Contract. There are no other Contract Documents except those listed above. This Contract shall include all labor, materials, equipment, transportation, and services necessary for the proper execution of the WORK. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 7 – LAW AND VENUE:

This Agreement has been executed and delivered in the County of San Luis Obispo, State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in the City of Morro Bay and as such the County shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 8 - CONFLICTS OF INTERESTS:

No official of City who is authorized on behalf of City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for City who is authorized on behalf of City to exercise any executive, supervisory or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this Contract or in any part thereof.

ARTICLE 9 – ASSIGNMENT:

No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may

be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

ARTICLE 10 – SUCCESSORS:

City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE 11 – SEVERABILITY:

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 12 – CONFLICTS:

In the event of a conflict between the General Conditions; Bid Documents and this Agreement, the terms and conditions of this Agreement shall control.

ARTICLE 13 – BONDS:

- A. PERFORMANCE BOND: Pursuant to Section 20129 of the California Public Contract Code, the successful Bidder shall, within ten (10) working days after award of this Contract simultaneously with the execution and delivery of this Agreement, execute a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, secured from a surety company admitted in the State of California and satisfactory to City. The Bond shall be issued on the Performance Bond form contained in these Contract Documents.
- B. PAYMENT BOND: Pursuant to Sections 9550 through 9560, inclusive, of the California Civil Code, the successful bidder shall, within eight (8) working days after award of this Contract exceeding \$25,000, simultaneously with the execution and delivery of the Agreement, execute a Payment Bond in the amount equal to 100% of the Contract price, secured from a surety company admitted in the State of California and satisfactory to City. The Bond shall be issued on the Payment Bond form contained in these Contract Documents.

ARTICLE 14 - SUBSTITUTIONS OF SECURITIES FOR RETENTION AMOUNTS:

Substitution of certain securities for retention amounts are allowed under the Public Contract Code at the option of the Contractor. The Contractor is required to formally request the substitution and to conform to the specific provisions of Public Contract Code Section 22300.

- A. Acceptable Securities: Whenever retention of monies is authorized to insure performance of Contract conditions, the Contractor shall be permitted to substitute securities for the amount withheld in accordance with Public Contract Code Section 22300. Securities eligible for deposit under this procedure shall consist of bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, securities listed in Government Code Section 16430, or any other security mutually agreed to by the Contractor and the public agency. The Contractor shall be the beneficiary of the

City of any securities substituted for monies withheld and shall receive any interest thereon.

- B. Value of Securities: The value of securities being deposited shall be based upon market value as of the date of deposit and not necessarily on face value of the securities. Market value shall be determined by the City Public Works Director. If deposit is made into an escrow, escrow instructions must clearly state, in addition to the items mentioned in, that the escrow agent must convert the securities to cash in whole or in part upon a unilateral written demand for such conversion by the City Manager; and further, that any amount demanded by City shall be paid to City upon unilateral written demand for payment. Escrow instructions used must be substantially similar to the form set forth in Public Contract Code Section 22300. City will only make such demand for conversion in payment when the conditions of the Contract would have warranted an expenditure by City of a cash retention expenditure without any securities substitution. All escrow expenses shall be paid by Contractor.
- C. Release of Securities: Securities deposited hereunder shall be released back to Contractor when the City Manager has certified in writing to the escrow holder that the project has been satisfactorily completed. The recording of Notice of Completion does not constitute such certification. All retention times called for in these Contract Documents must have passed, including the time after recording of Notice of Completion, before City will certify to satisfactory completion of the Contract.

ARTICLE 15 – GUARANTEES AND WARRANTIES:

- A. GUARANTEE FOR TOTAL WORK: Prior to acceptance of the WORK by City, the Contractor shall submit a guarantee in the form of a written warranty on Contractor's own letterhead as follows:

“WARRANTY FOR Water Reclamation Facility Lift Stations and Pipelines. This WORK has been constructed in accordance with the Contract Documents, and the WORK as installed will fulfill the requirements of this warranty, and any other warranty therefor, included in the Contract Documents. We agree to repair or replace any and all of our WORK together with any other adjacent WORK which may be displaced by so doing, that prove to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in this Contract to be for a longer period) from date of acceptance of the above mentioned structure by City, ordinary wear and tear and unusual abuse or neglect excepted. Said date of acceptance shall be the date of acceptance and filing of the Notice of Completion by the City Council.

In the event of our failure to comply with the above mentioned conditions within seven (7) days after being notified in writing, we collectively or separately, do hereby authorize City to proceed to have said defects repaired and made good at our expense and we will honor and pay the cost and charges therefor on demand.

Signed:

Contractor License Number

- B. ADDITIONAL GUARANTEES: Additional Guarantees shall be provided as required in the technical sections of the Contract Documents.

ARTICLE 16 – INSURANCE:

- A. The parties to this Contract expressly agree the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses. Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. Contractor shall obtain, and maintain, at their own expense, all the insurance required by this Section. The insurance requirements must be met within the time period, as defined in Exhibit A. The parties to this Contract do not intend for the insurance provided pursuant to this Contract to limit the Contractor's obligations pursuant to the indemnification clauses of this Contract. The insurance provided by Contractor shall be as set forth in Exhibit A and Section 0800 - Supplementary Conditions, which is attached hereto as though set forth in full.
- B. Required insurance forms are included in Exhibit A to this Agreement. Insurance limits are outlined in Exhibit A and Section 00800 - Supplementary Conditions.
- C. The Notice to Proceed with the WORK under this Contract will not be issued, and Contractor shall not commence WORK, until such insurance has been approved by City. Contractor shall not allow any subcontractor to commence WORK on their subcontract until all similar insurance required for the subcontractor has been obtained. Such insurance shall be maintained in full force and effect at all times during the prosecution of the WORK and until the final completion and acceptance thereof.

ARTICLE 17 – INDEMNIFICATION:

- A. Except as otherwise provided in subparagraphs B. and C. below, Contractor shall defend, indemnify and save harmless City, and entities' agents, officials, officers and employees, from any and all claims demands, damages, costs expenses, judgments, attorney fees or liability relating to any act or omission by the Contractor, or its agents, employees, or certain independent Contractors (described below) which relates in any way to this Contract; regardless of whether said act or omission is willful, negligent or non-negligent. The preceding sentence applies to any theory of recovery relating to said act or omission, including but not limited to the following:
1. Violation of statute, ordinance, or regulation.
 2. Professional malpractice.
 3. Willful, intentional or other wrongful acts, or failures to act.
 4. Negligence or recklessness.
 5. Furnishing of defective or dangerous products.
 6. Completed operations.
 7. Premises liability.
 8. Strict liability.
 9. Inverse condemnation.
 10. Violation of civil rights.
 11. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when Contractor is not an independent contractor. The certain "independent contractors"

referenced above refer to independent contractors which are either hired by Contractor, directly responsible to Contractor, or under the direction or control of Contractor.

- B. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for liability arising from proven willful misconduct of City.
- C. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for that portion of any liability attributable to the active negligence of City provided, however, this exception for active negligence shall not apply to (1) liability arising from the passive negligence of City, or (2) that portion of any liability attributable to any act or omission, whether willful misconduct or active or passive negligence on the part of the Contractor.
- D. Contractor shall have the burden of proving the exception described in paragraphs B and C above.
- E. It is the intent of the parties to provide City the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, then said word(s) shall be severed from this Contract and the remaining language shall be given full force and effect.

ARTICLE 18 – COMPLIANCE WITH LAWS:

Federal and State Laws and Regulations: The project shall be constructed under the complete jurisdiction of all applicable laws of the United States and State of California governing construction including, without limitation, the following:

- A. The California Health and Safety Code and all applicable administrative code regulations pursuant thereto.
- B. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials and accident prevention.
- C. Title 19 of the California Administrative Code entitled "Public Safety" Chapter 1, State Fire Marshall, Sub-Chapter 1, "General Fire and Panic Safety".
- D. General Industrial Safety Orders: Each and every Contractor shall observe and conform to the provisions of Title 8, California Administrative Code bearing upon safe and proper use, construction, disposal, etc., of materials, machinery, and building appurtenances as therein set forth.
- E. Code Rules and Safety Orders: All work and materials shall be in full accordance with the latest - substantive rules and regulations of the State Fire Marshall, the safety orders of the Division of Industrial Safety, Department of Industrial Relations; the Uniform Building Code, National Electric Code, Uniform Mechanical Code, Uniform Plumbing Code, and other applicable State Laws or Regulations. Nothing in these plans and specifications is to be construed to permit WORK not conforming to these codes.

Note: The procedural aspects of the Uniform Codes referred to above may not apply to the WORK of this Contract, but the substantive provisions do apply. All of the above laws and regulations though referred to herein, are as much a part of the Contract as if they were incorporated in their entirety in these General Conditions.

ARTICLE 19 – LOCAL LABOR:

Local Hiring: A goal of City with respect to this Project is to foster employment opportunities for City residents and businesses. To that end, Contractor shall make continued reasonable efforts to cause all solicitations for full-time, part-time, new or replacement employment, needed for the construction, maintenance and repair of this Project, which is the subject of this Agreement, to be advertised in such a manner as to target local City residents and businesses. Such efforts are subject to City's Project Manager's prior written approval and shall be in addition to the DBE requirements. Contractor's subcontractors, of every tier related to this Project, shall also be required to comply with the foregoing. Contractor shall ensure all of its subcontracts relating to this Project, of every tier, include similar language and all those subcontractors adhere to these requirements. Nothing in this Section shall require Contractor or any of its subcontractors, at any tier, to offer employment to any individual who is not otherwise qualified for such employment. A violation of this provision by Contractor or any of its subcontractors, at any tier, shall be a material breach of this Agreement. In addition to any other remedy City has regarding a material breach of this Agreement, a violation of this provision shall also result in the assessment of liquidated damages of \$5,000 to \$10,000 per violation. Without limiting the generality of the foregoing, the provisions of this Section are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

--SIGNATURES ON NEXT PAGE--

IN WITNESS, WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF MORRO BAY

ATTEST:

GRAIG SCHMOLLINGSCOTT COLLINS^{AD2}, Acting City Manager
City Clerk

DANA SWANSON,

CONTRACTOR:

APPROVED AS TO FORM:

By: _____
Its: _____

JOSEPH W. PANNONE, City Attorney

By: _____
Its: _____

Licensed in accordance with an act providing for the registration of Contractors.

License No. _____; Classification A; Expires ____/____/20____

END OF DOCUMENT

Exhibit A
Insurance Requirements for Contractors

CITY OF MORRO BAY

595 Harbor St.

Morro Bay, CA 93442

(805) 772-6200

FAX (805) 772-7329

INSURANCE REQUIREMENTS FOR CONTRACTORS

(with Construction Risks)

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONTRACTOR**, or any of their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

Insurance Services Office Form CG 0009 11 88 Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor.

Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Course of Construction insurance covering for all risks of loss.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: **\$5,000,000** per occurrence for bodily injury, (Including operations, personal injury and property damage.) If products and Commercial General Liability Insurance or other completed operations with a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project with no coinsurance penalty provisions.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by **CITY**. At the option of **CITY**, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects **CITY**, its officers, officials, employees and volunteers; or **CONTRACTOR** shall provide a financial guarantee satisfactory to **CITY** guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **CITY**, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of **CONTRACTOR** including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to **CONTRACTOR'S** insurance, or as a separate owner's policy.
2. For any claims related to this project, **CONTRACTOR'S** insurance coverage shall be primary insurance as respects **CITY**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by **CITY**, its officers, officials, employees, or volunteers shall be excess of **CONTRACTOR'S** insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to **CITY**.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Course of construction policies shall contain the following provisions:

1. **CITY** shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against **CITY**.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

CONTRACTOR shall furnish **CITY** with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by **CITY** or on other than **CITY'S** forms; provided, that those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by **CITY** before work commences. **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to **CITY** for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

AD2 Addendum No. 2

DOCUMENT 00550

NOTICE TO PROCEED

Owner: City of Morro Bay Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: Water Reclamation Facility Lift Stations and Offsite Pipelines
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 390 days from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion, of _____; and the number of days to achieve readiness for final payment is _____ days, from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____, calculated from commencement date above.

Owner: _____
By (*signature*): _____
Name _____
Title: _____
Date Issued: _____
Copy: Engineer

END OF DOCUMENT

DOCUMENT 00602

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION - CA

This escrow agreement is made and entered into by and between _____
whose address is _____ hereinafter called "Owner," _____
whose address is _____ hereinafter called "Contractor," and _____
_____ whose address is _____
hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, Owner, Contractor, and Escrow Agent agree as follows:

1. In accordance with California Public Contract Code, Section 22300, the Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the construction contract entered into between Owner and Contractor for _____ in the amount of _____ dated _____ (hereafter referred to as the "contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for the contract earnings, Escrow Agent shall notify Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between Owner and Contractor. Securities shall be held in the name of the _____ and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the contract provision, provided that Escrow Agent holds securities in the form and amount specified above.
3. When Owner makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until such time as the escrow created under this contract is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by the Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on the interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to the Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon 7 days' written notice to the Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from Owner and Contractor pursuant to Sections above, inclusive, of this Agreement and Owner and Contractor shall hold the Escrow Agent harmless from the Escrow Agent's release, conversion, and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of the Escrow Agent:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

At the time the escrow account is opened, Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

END OF DOCUMENT

DOCUMENT 00610

PERFORMANCE BOND

Contractor Name: _____ Address <i>(principal place of business)</i> : _____	Surety Name: _____ Address <i>(principal place of business)</i> : _____
Owner Name: City of Morro Bay Mailing address <i>(principal place of business)</i> : 595 Harbor St, Morro Bay, CA 93442	Contract Description <i>(name and location)</i> : Water Reclamation Facility Lift Stations and Offsite Pipelines Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated in this Document by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within 5 business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within 10 business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 7 days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within 2 years after a declaration of Contractor Default or within 2 years after the Contractor ceased working or within 2 years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions

conforming to such statutory or other legal requirement will be deemed incorporated in this Document. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Now, therefore, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice to the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

15. Definitions:

15.1. Balance of the Contract Price—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

15.2. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

15.3. Contractor Default—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

15.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

15.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.

16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

17. Modifications to this Bond are as follows: None

END OF DOCUMENT

PAYMENT BOND

11100A60
June 2020

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None

END OF DOCUMENT

Document 00620
Contractor's Application for Payment

Owner: City of Morro Bay Owner's Contract No.: N/A Contractor: Project Name: Water Reclamation Project Lift Stations and Offsite Pipelines Contract Name: Construction Manager/Engineer:	Contractor's Application for Payment No. Application Period: Application Date: Contractor's Project No.: Engineer/Construction Manager Project No:
---	--

Application for Payment

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

1. ORIGINAL CONTRACT PRICE.....	\$
2. Net change by Change Orders.....	\$ \$0.00
3. Current Contract Price (Line 1 ± 2).....	\$ \$0.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ \$0.00
5. RETAINAGE:	
a. X \$0.00 Work Completed.....	\$ \$0.00
b. 0% X \$0.00 Stored Material.....	\$ \$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$0.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
8. AMOUNT DUE THIS APPLICATION.....	\$ \$0.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ \$0.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Construction Manager) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Document 00620
Contractor's Application for Payment

Owner:	City of Morro Bay	Contractor's Application for Payment No. Application Period: Application Date:
Owner's Contract No.:	N/A	
Contractor:	Contractor's Project No.:	
Project Name:	Water Reclamation Project Lift Stations and Offsite Pipelines	
Contract Name:		
Construction Manager/Engineer:	Engineer/Construction Manager Project No.:	

Progress Estimate - Lump Sum Work

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
			\$0.00			\$0.00		\$0.00
						\$0.00		\$0.00
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						\$0.00</		

Contractor's Application for Payment

Owner:	City of Morro Bay	Contractor's Application for Payment No. Application Period: Application Date:
Owner's Contract No.:	N/A	
Contractor:	Contractor's Project No.:	
Project Name:	Water Reclamation Project Lift Stations and Offsite Pipelines	
Contract Name:		
Construction Manager/Engineer:	Engineer/Construction Manager Project No:	

Progress Estimate - Unit Price Work

[illegible]

Document 00620
Contractor's Application for Payment

Owner: City of Morro Bay	Contractor's Application for Payment No. Application Period: Application Date:
Owner's Contract No.: N/A	
Contractor: Contractor's Project No.:	
Project Water Reclamation Project Lift Stations and Offsite Pipelines	
Contract Name:	
Construction Manager/ Engineer/Construction Manager Project No:	

Progress Estimate - Stored Material Summary

[illegible]

DOCUMENT 00625

CERTIFICATE OF SUBSTANTIAL COMPLETION)

Owner: City of Morro Bay
Engineer:
Contractor:
Project: Water Reclamation Facility Lift Stations and Offsite Pipelines
Contract
Name:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: March 8, 2022.

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (*signature*): _____

Name
(*printed*): _____

Title: _____

END OF DOCUMENT

DOCUMENT 00700

GENERAL CONDITIONS

Prepared By



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GENERAL CONDITIONS

ARTICLE 1 — DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
 - 22. *Engineer*—The individual or entity named as such in the Agreement.
 - 23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
 - 24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

- c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 — PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 — CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 — COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5 — SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas*
1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or

areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 - 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 - 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 - 2. is of such a nature as to require a change in the Drawings or Specifications;
 - 3. differs materially from that shown or indicated in the Contract Documents; or
 - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating

whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in

this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 — BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.

- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a

- warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7 — CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and

- 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers,

directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly

or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

- A. *Shop Drawing and Sample Requirements*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 - 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 - 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
 - 1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 - 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 - 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
 - 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8 — OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 — OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 — ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11 — CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
- 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 — CLAIMS

12.01 Claims

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the

Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 — COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of

regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less.
Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed

Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14 — TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 — PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by

Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;

- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

- A. *Application for Payment*
1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
 2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 — SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension.

Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 — FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 — MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party

without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement Document 00700 - General Conditions. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1 — DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01 Add to Paragraph 1.01.A by inserting the following as new numbered items in their proper alphabetical positions:

Construction Manager - Person or entity designated by the Owner to provide construction management services for the Project with duties, responsibilities, and limitations of the Engineer, unless stipulated otherwise. The authorized representative of Owner who may be assigned to the Site or any part thereof. The individual or entity will be responsible for administration of the Contract as a representative of the Owner. Owner has designated Carollo Engineers to provide construction management services with duties, responsibilities, and limitations therein as required by Contract.

Final Completion - The Work is complete when it is ready for final payment as established by the Engineer's written recommendation of final payment as set forth in Paragraph 15.06.

Operational Completion - This term is used throughout the technical specifications and the project plans. It shall be equivalent to Substantial Completion as outlined in Article 15 of these Supplementary Conditions.

ARTICLE 2 — PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- A. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- B. Evidence of Owner's Insurance: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

- A. Owner shall furnish to Contractor 5 printed copies of the Contract Documents (including 1 fully signed counterpart of the Agreement), and 1 copy in electronic portable document format (PDF).

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor 1 printed copies of conformed documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including 1 fully signed counterpart of the Agreement), and 1 copy in electronic portable document format (PDF). Additional printed copies of the conformed documents will be furnished upon request at the cost of reproduction.

2.06 Electronic Transmittals

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- A. Electronic Documents Protocol: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals:

1. Basic Requirements:

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol and as described in Section 01322 - Web Based Document Control. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated in this Document, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.
2. System Infrastructure for Electronic Document Exchange:
- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure:
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, Trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
 - h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.
- C. Software Requirements for Electronic Document Exchange; Limitations:
- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this Section of the EDP:
 - a. Prior to using any updated version of the software required in this Section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Table 1, including software versions, if listed.

Table 1. Software Requirements for Electronic Document Exchange

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Sharepoint and Email w/ Attachment	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Sharepoint and Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Sharepoint	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Sharepoint	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Sharepoint	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Sharepoint	ELSX	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Sharepoint	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.
Key	
DB	Microsoft® Access .mdb format, Version 2013
DGN	Microstation .dgn format, Version 2018
DOC	Microsoft® Word .docx format, Version 2013
DWG	Autodesk® AutoCAD .dwg format, Version 2018
Sharepoint	Web-Based Construction Document Management System, Office 365
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
EXC	Microsoft® Excel .xls or .xml format, Version 2013
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)
PDF	Portable Document Format readable by Adobe® Acrobat Reader, Version 2020 or later

SC-2.06 Add the following new paragraph 2.06 immediately after Paragraph 2.06.C:

D. Requests by Contractor for Electronic Documents in Other Formats:

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
- c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
- d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

ARTICLE 3 — CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

Not used

ARTICLE 4 — COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in Contractor's Progress

SC-4.05 Add the following new subparagraph after Paragraph 4.05.C.4:

5. Weather-Related Delays:

- a) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the San Luis Obispo, National Weather Service – Los Angeles Office weather monitoring station (Station KIH131) at Cuesta Peak – Santa Margarita, CA.
- b) Contractor shall anticipate 20 working days of foreseeable bad weather days. No extension in Contract Time will be allowed for the first 20 working days lost due to bad weather conditions.
- c) The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

ARTICLE 5 — SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

SC-5.01 Add the following language at the end of the last sentence of Paragraph 5.01.A:

Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may request an amendment to the Contract Documents as provided in Article 11.

SC-5.01 Add the following new paragraph immediately after Paragraph 5.01.C:

- A. Any Work performed in public rights-of-way, in addition to conforming to the Contract Documents, shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located.

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D.4:

- A. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data	Location
Geotechnical Report – Investigation Report and Log of Borings (Yeh & Associates)	April 2020	Field exploration, laboratory testing and analysis, geotechnical recommendations, seismic data, ground improvement recommendations, and foundation design	Appendix A to Volume 2
Trenchless Geotechnical and Engineering Design Recommendation Technical Memorandum (DCM Consulting)	April 2020	Geotechnical and trenchless engineering evaluations and final geotechnical and trenchless engineering design recommendations for Willow Camp Creek and Morro Bay Blvd Roundabout Trenchless Crossings	Appendix C to Volume 2

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at City of Morro Bay, City Hall during regular business hours, or may request copies from Engineer.

5.05 Underground Facilities

SC 5.05 Delete Paragraph 5.05.F.4 in its entirety and insert the following in its place:

1. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with industry best practices. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph.

5.06 Hazardous Environmental Conditions at Site

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

1. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data	Location
Final EIR & Addendum	August 2019	There are no hazardous environmental conditions that would affect the construction of the conveyance facilities and the pipelines.	Appendix B to Volume 2

2. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
Not Applicable		

ARTICLE 6 — BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following new paragraphs immediately after Paragraph 6.01.A:

1. Required Performance Bond Form: The performance bond that Contractor furnishes will be in the form of Document 00610 - Performance Bond.
2. Required Payment Bond Form: The payment bond that Contractor furnishes will be in the form of Document 00615 - Payment Bond.

6.02 Insurance—General Provisions

SC-6.02 Add the following new paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 Contractor's Insurance

SC-6.03 Add the following new paragraphs immediately after Paragraph 6.03.C.5:

- A. **Workers' Compensation and Employer's Liability:** Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000

- B. **Commercial General Liability—Claims Covered:** Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. **Commercial General Liability—Form and Content:** Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. **Products and completed operations coverage:**
 - a. Such insurance must be maintained for 3 years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and 3 years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. **Commercial General Liability—Excluded Content:** The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- E. **Commercial General Liability—Minimum Policy Limits**

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$5,000,000
Products—Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$5,000,000
Bodily Injury and Property Damage—Each Occurrence	\$5,000,000

- F. **Automobile Liability:** Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
or	

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- G. Umbrella or Excess Liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- H. Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified in this Document. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$1,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.
- I. Contractor's Pollution Liability Insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than 3 years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$2,000,000
General Aggregate	\$4,000,000

- J. Contractor's Professional Liability Insurance: If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of 2 years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

6.04 Builder's Risk and Other Property Insurance

SC-6.04 Delete Paragraph 6.04.A in its entirety and insert the following in its place:

A. Installation Floater:

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

SC-6.04 Add the following new paragraphs immediately after Paragraph 6.04.E:

A. Builder's Risk Requirements: The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood):

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
 4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 5. extend to cover damage or loss to insured property while in transit.
 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
 - a. Here list by legal name (not category, role, or classification) other persons or entities to be included on the builder's risk policy as named insureds. It is generally recommended to list the insured's full legal/contractual name, address, contact person, telephone, and e-mail address. Include only persons or entities that have property at the Site that is to be insured by the

builder's risk insurance. If applicable, separately identify any mortgagee or lender required to be named as a loss payee.

11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:

B. Builder's Risk and Other Property Insurance Deductibles: The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

ARTICLE 7 — CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. No work shall be performed at night, on Saturdays, Sundays, or on legal holidays, except with the permission of the City Engineer and in accordance with such regulations, as he shall furnish in writing. Before performing any work at said times, the Contractor shall give written notice to the City Engineer so that proper inspection may be provided. "Night," as used in this paragraph, shall be deemed to include the hours from 5:00 p.m. to 7:00 a.m., of the next succeeding day.
2. Owner's legal holidays are:
 - January 1
 - Third Monday in January (Martin Luther King Day)
 - Third Monday in February
 - Last Monday in May
 - July 4
 - First Monday in September - Labor Day
 - November 11
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - December 24
 - December 25

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- A. Owner shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.09 Permits

SC-7.09 Add the following new paragraphs immediately after paragraph 7.09.A:

- AA. Applicable regulatory permits as listed in the project permitting general notes.

7.11 Laws and Regulations

SC-7.11 Add the following new paragraph immediately after Paragraph 7.11.C:

- A. Contractor's Continuing Obligation: Contractor's obligation to perform services in connection herewith will be in accordance with California Commercial Code, Section 1101 et seq.

7.13 Safety and Protection

7.14 Hazard Communication Programs:

SC-7.14.B Add the following new paragraphs immediately after 7.14.A:

- A. Contractor shall promptly, and before the following conditions are disturbed, notify Owner and Engineer, in writing, of any:
 - 1. Material that Contractor believes may be material that is hazardous waste, in accordance with California Health & Safety Code, Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. Owner will promptly investigate the conditions, and where Owner finds the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contract Price, or in the Contract Time, or both, a Change Order will be issued in accordance with Document 00700 - General Conditions.
- C. In the event a dispute arises as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contract Price, Contract Time, or both, Contractor shall not be excused from any scheduled completion date provided in the Contract Documents, but shall proceed with the Work.

7.17 Contractor's General Warranty and Guarantee

SC-7.17 Delete subparagraph 7.17.B.1 in its entirety and insert the following in its place:

- 1. Owner shall give Contractor written notice of any defective Work and

7.18 Indemnification

SC-7.18 Delete Paragraph 7.18.A and 7.18.B in their entirety and insert the following in their place:

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner, Engineer, and Construction Manager and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or

omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner, Engineer, or Construction Manager or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

SC-7.19 Add the following new subparagraph immediately after 7.19.A.

1. Where the technical specs require the Contractor to provide professional design services and to submit signed and sealed documents from a registered Professional Engineer, such Work is "Delegated Design".

ARTICLE 6 — OTHER WORK AT THE SITE

8.02 Coordination

ARTICLE 7 — OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

SC-9.01 Delete Paragraph 9.01.A in its entirety and insert the following in its place:

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Construction Manager.
- B. Construction Manager will establish and implement procedures including testing, reviewing and processing requests for clarifications and interpretations of the Contract Documents; Shop Drawings, samples, and other submittals; schedule adjustments; Change Order proposals; written proposals for substitutions; payment applications; and maintenance of logs.

ARTICLE 10 — ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- A. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. Review of Work; Defective Work:
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. Inspections and Tests:
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. Payment Requests: Review Applications for Payment with Contractor.
 7. Completion:
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- B. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

- 5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 — CHANGES TO THE CONTRACT

11.02 Change Orders

SC-11.01 Insert the following new paragraph immediately following Paragraph 11.02.A.3:

- a. Changes in Contract Price are subject to prior written certification that the Change Order is within the determined project budget in accordance with Utah Procurement Code, Section 63G-6-602.

SC-11.02 Insert the following new subparagraphs immediately following Paragraph 11.02.A.4

5. In signing a Change Order, the Owner and Contractor acknowledge and agree that:
 - a. the stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup, but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages and other impact costs. This document will become a supplement to the Contract and all Contract provisions will apply hereto. It is understood that this Change Order shall be effective on the date approved by the Owner's Representative;
 - b. the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
 - c. no reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
 - d. no subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

11.08 Change of Contract Times

SC-11.08 Add the following new paragraphs immediately after Paragraph 11.08.B:

A. Use of Float:

1. A request for adjustment of Contract Times (or Milestones), otherwise allowable under the Contract Documents, shall be granted only when the time lost or gained exceeds the float for the activity at the time of the event giving rise to the claim. Float, the amount of time between the early start date and the late start date, or the early finish date and the late finish date, is jointly owned by both Owner and Contractor whether expressly disclosed or implied in any manner.
2. Contractor shall not use float suppression techniques (including, but not limited to, preferential sequencing caused by late starts of follow-up trades,

unreasonably small crews, extended durations, or imposed dates) in information provided to Engineer.

B. Weather Days:

1. The Contract Time includes a weather day allowance of 20 working days. No extension in Contract Time will be allowed for the first 20 working days lost due to weather conditions.

ARTICLE 12 — CLAIMS

Not used.

12.01 Claims Process:

SC-12.01 Delete Paragraph 12.01 in its entirety and insert the following in its place:

12.01 Claims Process:

Claims between the Owner and Contractor shall be addressed as provided by California Public Contract Code Section 9204, which is set forth in its entirety:

Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process:

1. The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
2. Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this Section shall apply to any claim by a contractor in connection with a public works project.
3. For purposes of this Section:
 - a. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - ii. Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - iii. Payment of an amount that is disputed by the public entity.
 - b. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - c. Public entity definition:
 - i. "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or

nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

ii. "Public entity" shall not include the following:

4. The Department of Water Resources as to any project under the jurisdiction of that department.
5. The Department of Transportation as to any project under the jurisdiction of that department.
6. The Department of Parks and Recreation as to any project under the jurisdiction of that department.
7. The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
8. The Military Department as to any project under the jurisdiction of that department.
9. The Department of General Services as to all other projects.
10. The High-Speed Rail Authority:
 - a. "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
 - b. "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
11. Claims process:
 - a. Claims review and response:
 - i. Upon receipt of a claim pursuant to this Section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - ii. The claimant shall furnish reasonable documentation to support the claim.
 - iii. If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to 3 days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - iv. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
 - b. Claims dispute:
 - i. If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this Section within the

time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- ii. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this Section.
 - iii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.
 - iv. Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - v. This Section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Section does not resolve the parties' dispute.
- c. Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - d. Amounts not paid in a timely manner as required by this Section shall bear interest at 7 percent per annum.
 - e. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or

lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

12. The text of this Section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this Section.
13. A waiver of the rights granted by this Section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this Section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this Section.
14. This Section applies to contracts entered into on or after January 1, 2017.
15. Nothing in this Section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
16. This Section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.
17. Claims Process additional requirements:
 - a. Claims asserted by the Owner against the Contractor shall be submitted according to the procedures set forth above.
 - b. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled. Such a claim shall be submitted promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal.
 - c. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. m All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
 - d. Mediation:
 - i. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision.

18. Claims of \$375,000 or less shall be resolved in accordance with California Public Contract Code Section 20104 et seq. unless Owner elects to resolve the dispute in accordance with California Public Contract Code Section 10240 et seq.

ARTICLE 13 — COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Adding the following new language at the end of Paragraph 13.01.B.5.c.(2):

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Caltrans Labor Surcharge and Equipment Rental Rates.

SC-13.01 Adding the following new language at the end of Paragraph 13.01.C.2:

- a. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price:

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to 25percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change:
 - 1) The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 2) Adjusted unit prices will apply to all units of that item.

ARTICLE 14 — TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

Not used.

ARTICLE 15 — PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Delete Paragraph 15.01.B.1 in its entirety and insert the following in its place:

1. At least 30 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents:
 - a. Payments for stored materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor. Partial payments will not be made for undelivered materials or equipment, except for payments associated with prepurchase vendor contracts initiated by Owner and assigned to Contractor.

SC-15.01 Delete Paragraph 15.01.C.1 in its entirety and insert the following in its place:

1. Engineer will, within 7 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. In accordance with California Public Contract Code, Section 20104.50, Owner will make progress payments on the basis of Contractor's Applications for Payment within 30 days after receipt, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.
3. Contractor shall pay any subcontractor within 7 days after receipt of each progress payment, in accordance with California Business and Professions Code, Section 7108.5.

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

SC-15.01 Add the following new paragraph immediately after Paragraph 15.01.D.1:

1. Contractor shall disburse money paid to him, including any interest Contractor receives, to Subcontractors and Suppliers within 15 days after Contractor receives the money, in direct proportion to the Subcontractors' and Suppliers' basis in the total Contract between Contractor and Owner. Any money which is payable to a Subcontractor pursuant to this Section accrues interest at the legal rate. Contractor may withhold a portion of any partial payment as may be set forth in a subcontract. Thereafter Contractor shall pay any additional funds if, in the opinion of Contractor, satisfactory progress is being made in the work under the subcontract, and the payment must be equal to that paid by Owner to Contractor for the Work performed by the Subcontractor:
 - a. The Contractor may retain the amount withheld under the subcontract until the subcontract is satisfactorily completed.
 - b. The amount withheld under the subcontract is due within 15 days after the acceptance of the subcontract work by Contractor.
2. Whenever Contractor receives a payment of interest earned on the amount withheld from the Contract, Contractor shall within 15 days pay to each

Subcontractor that portion of the interest received from the state which is attributable to the amount of money withheld from the Subcontractor.

15.03 Substantial Completion

SC-15.03 Add the following new subparagraphs immediately after Paragraph 15.03.A:

1. The Work shall be Substantially Complete when the facilities can be used for their intended purpose and in accordance with the Contract Documents. All process and transmission equipment shall be installed and operational, or temporary arrangements satisfactory to Owner shall have been made. Operational testing must be completed prior to the date of Substantial Completion.
2. To be considered substantially complete, the following portions of the Work must be operational and ready for Owner's continuous use as intended:
 - a. All pipeline installations including facility pipelines, appurtenances, pipe bridges and trenchless installations have been complete in place:
 - 1) Raw sewage can be conveyed from the existing Morro Bay Wastewater Treatment Plant to the new Water Reclamation Facility Site.
 - 2) Water Reclamation Facility Brine can be conveyed through the brine pipeline to the existing ocean outfall.
 - 3) IPR Pipeline has been pressure tested
 - a. Permanent asphalt Pavement resurfacing complete.
 - b. Accessibility restored to sidewalks, driveways, bike lanes, and pathways.
 - c. All lift station facilities meet performance objectives in accordance with the Contract Documents.
 - d. All Training has been completed.
 - e. All operations and maintenance manuals have been assembled and received.
 - f. All spare parts have been received.
 - g. Project construction limits have been cleaned and are accessible for public access.

~~h. As built documents have been completed.~~^{AD2}

SC-15.03 Add the following new subparagraph immediately after Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.05 Final Inspection

SC-15.05 Add the following new paragraph immediately after Paragraph 15.05.A:

- B. If some or all of the Work has been determined not to be at a point of Final Completion and will require re-inspection or re-testing by Engineer, the cost of such

re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

15.08 Correction Period

ARTICLE 16 — SUSPENSION OF WORK AND TERMINATION

Not used.

ARTICLE 17 — FINAL RESOLUTIONS OF DISPUTES

SC-17.01 Methods and Procedures

SC-17.01 Add the following new subparagraph immediately after Paragraph 17.01.B.3:

1. resolve claims of \$375,000 or less in accordance with California Public Contract Code, Section 20104 et seq., unless Owner elects to resolve the dispute in accordance with California Public Contract Code Section 10240 et seq.

ARTICLE 18 — MISCELLANEOUS – NOT USED

END OF DOCUMENT

^{AD2} Addendum No. 2

SECTION 00820

FEDERAL AND STATE FUNDING REQUIREMENTS

1 General

- 1.1 This Section comprises the construction contract provisions required by most Federal and California State funding programs. The provisions, regulations, code references, certifications and other items included apply to this project. The Contractor and his subcontractors shall comply with provisions contained herein. The Contractor/Bidder shall comply with specific items contained herein that relate to the bidding process. The Contractor's/Bidders' attention is called to the fact that several pages note information that must be supplied with the bid.
- 1.2 The Contractor/Bidder shall provide documents as noted in Section 00410 - Bid Form with his bid, including additional pages as necessary to submit all required information.
- 1.3 The requirements set forth herein are Federal and State funding requirements.
- 1.4 Except for the specific notification and reporting requirements imposed upon the Owner pursuant to the following Federal and State requirements, the Owner shall have no further obligations to implement or interpret said requirements for the Contractor and/or Bidders.

If the requirements herein conflict with the other sections of the project specifications, the stricter of the requirements in favor of the Owner shall be applicable.

2 California Department of Industrial Relations (Cal. DIR) Requirements

- 2.1.1 The Contractor and subcontractors must provide proof of registration with the Cal. DIR in the form of a PDF extract from DIR Public Works Registration website.

3 California Prevailing Wage Requirements

- 3.1.1 This project is subject to compliance monitoring and enforcement by Cal. DIR.
- 3.1.2 In accordance with Cal. Lab. Code, Sections 1720 et seq., and 1770 et seq. the Contractor/successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for public works projects of more than one thousand dollars (\$1,000).
- 3.1.3 The prevailing rates or per diem wages are available on the Cal. DIR website: <http://www.dir.ca.gov/dlsr/PWD/index.htm>. The Contractor shall post a copy of such determinations at each job site.
- 3.1.4 The Contractor intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

4 Definition: A Legal Day's Work

- 4.1 In accordance with Cal. Lab. Code, Section 1810 8 hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof.

5 Penalty for Overtime on Any Public Work Contract

- 5.1 In accordance with Cal. Lab. Code, Section 1813, the Contractor or subcontractor shall, as a penalty to the Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of this article. The Owner shall take cognizance of all violations of this article committed in the course of the execution of the Contract and shall report them to the Cal. Division of Labor Standards Enforcement.

6 Minimum Overtime Pay

- 6.1 In accordance with the provisions of Cal. Lab. Code, Section 1815, notwithstanding the provisions of Cal. Labor Code, Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of the Contractor or subcontractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1.5) times the basic rate of pay.

7 Secure the Payment of Compensation

- 7.1 In accordance with the provisions of Cal. Labor Code 1860, Section 3700 the Contractor will be required to secure the payment of compensation to their employees.

8 Cultural Resources

- 8.1 Comply with the National Historic Preservation Act of 1966, (16 U.S.C. 470).

9 Davis-Bacon and Related Act Requirements

- 9.1.1 The Contractor shall comply with the requirements of the Davis-Bacon and Related Acts (DBRA). Contractor shall comply with applicable federal wage determinations as required by DBRA. The Contractor is directed to the federal wage determinations that are included in Appendix A and any subsequent changes to those determinations by addendum prior to opening of bids. The Owner is required to include in full in any of its Project contracts or subcontracts in excess of \$2,000 entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work the following clauses (or any modifications thereof to meet the particular needs of the Owner, provided, that such modifications are first approved by the United States Department of Labor):

1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or

under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the

contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Owner may, after written notice to the Contractor, sponsor, applicant, or the Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner if the Owner is a party to the Contract, but if the Owner is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the United States Environmental Protection Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. The Contract is responsible for the submission of copies of payrolls by all subcontractors. The Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the United States Environmental Protection Agency if such agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Owner, as the case may be, for transmission to the United States Environmental Protection Agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for the Contractor to require subcontractors to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Owner.

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

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and

- trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this Section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under US Code, Section 1001 of Title 18 and Section 231 of Title 31.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the State of California, the United States Environmental Protection Agency, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal or state agency may, after written notice to the Contractor and/or the Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees—
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates

(expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the

clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the United States Environmental Protection Agency, federal Office of Management and Budgets, and/or federal Department of Labor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as the Contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
 - (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
 - (10) Certification of eligibility. Contractor must sign and submit the Davis-Bacon Act Certificate of Eligibility presented in Appendix B with the executed Agreement.
- (b) Contract Work Hours and Safety Standards Act. The Recipient shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this Section in full in any Project contract or subcontract in an amount in excess of \$100,000. These clauses shall be inserted in addition to the clauses required above. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. The Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this Section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this Section.
 - (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work

performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this Section.

- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this Section.

- 9.1.2 In addition to the clauses contained above, the Contractor or subcontractor on this Project shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State of California, the United States Environmental Protection Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

10 Equal Employment Opportunity and Nondiscrimination

- 10.1 Comply with Executive Order 11246: 40 CFR 7.3 – Equal Employment Opportunity and 41 CFR 60-4.2 – Construction Contractors Affirmative Action Requirements.
- 10.2 Contractor shall certify compliance with 41 CFR 60-1.4 Nondiscrimination Clause by submitting a signed copy of Section 00496 - Nondiscrimination Clause Certification.
- 10.3 During the performance of this Contract, the Contractor agrees as follows:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, or national origin. Such action shall 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 setting forth the provisions of this nondiscrimination clause.
 - (2) 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, creed, color, or national origin.
 - (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments

under Section 202 of Executive Order No. 11246 of September 24, 1965 ("Order"), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 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 Owner may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.10.1 Compliance Reporting

- a) Each Contractor having a contract containing the provisions prescribed above shall file, and shall cause each of his subcontractors to file, Compliance Reports with the Owner or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the Contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b) The Contractor/Bidders or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c) Whenever the Contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training

and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Owner as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

- d) The Owner or the Secretary of Labor may direct that any the Contractor/Bidder or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the Contractor/Bidder deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, creed, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the Contract shall be in accordance with the purposes and provisions of the Order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Owner or the Secretary of Labor may require.

11 Affirmative Action Requirements

11.1 Comply with 41 CFR 60-4.2 – Construction Contractors Affirmative Action Requirements.

11.2 Notice of requirement for Affirmative Action to ensure Equal Employment Opportunity (EEO) by Executive Order 11246, as amended by Executive Order 11375.

11.2.1 The combined ^{AD4} goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
8/31/2020 to 8/2/2022 <u>5/10/2022</u> ^{AD2}	25.6% 6.9% <u>2%</u> ^{AD4}	

2) Equal Opportunity and Nondiscrimination Requirements

11.3 Comply with 41 CFR 60-4.3 Equal Opportunity Clauses and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

11.4 Sign and submit with the Bid the certification regarding compliance with 41 CFR 60-1.4 Nondiscrimination Clause presented in Appendix C.

12 Elimination of Segregated Facilities Requirements

12.1 A Certification of Non-Segregated Facilities, Appendix E, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a Federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

- 12.2 Contractors receiving Federally-assisted construction contract awards exceeding \$10,000 which, are not exempt from the provisions of the Equal Opportunity Clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for supply and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

13 Disadvantaged Business Enterprises (DBE) Requirements

- 13.1 Contractor and subcontractors shall comply with 40 CFR part 33 in the award and administration of the contract and shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract.

- 13.2 Bidder shall submit the following with their bid:

- 13.2.1 Sign and submit within 3 days of bid opening the verification of DBE Good Faith Effort that is presented in Appendix F.

- 13.2.2 Sign and submit with bid ~~US EPA Form 6100-3: DBE Subcontractor Performance Form.~~ SWRCB Form 4500-3: DBE Subcontractor Performance Form.^{AD4}

- 13.2.3 Sign and submit with bid ~~US EPA Form 6100-4: DBE Subcontractor Utilization Form.~~ SWRCB Form 4500-3: DBE Subcontractor Performance Form.^{AD4}

- 13.3 The Contractor must adhere to the following requirements:

- d) MBE/WBE: Entities that meet the certification criteria under at least one of the following authorizing statutes are qualified for EPA's DBE program:

EPA's 8% Statute

Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an **8% objective** for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.

EPA's 10% Statute

Under EPA's 10% statute (Title X of the Clean Air Act Amendments of 1990, 42 U.S.C. 7601 note), an entity must establish that it is owned and controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes HBCUs, Black Americans, Hispanic Americans, Native Americans, Asian Americans, Women, and Disabled Americans are socially and economically disadvantaged individuals. Title X of the Clean Air Act Amendments of 1990, 42 U.S.C. 7601 note, provides for a **10% objective** for awarding contracts under EPA financial assistance agreements for research relating to such amendments to business concerns or other organizations owned and controlled by socially and economically disadvantaged individuals.

Note: Entities not covered by one of the two statute presumptions for socially and economically disadvantaged must meet the criteria listed in [40 CFR §33.202](#) and/or [40 CFR §33.203](#) to qualify for EPA's DBE Program.

14 American Iron and Steel (AIS) Requirements

- 14.1 Selected iron and steel products used in this project must be produced in the United States in compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.
- 14.2 Sign and submit with the Bid the certification regarding American Iron and Steel (AIS) Requirements that is presented in Appendix G.

15 Certification Regarding Lobbying

- 15.1 Sign and submit with the Bid the certification regarding lobbying that is presented in Appendix H.

16 Signage Requirements

Project Cost: _____

Project funding: Clean Water State Revolving Fund (CWSRF) with financial assistance from United States Environmental Protection Agency.”

Include the following logos:

- American Recovery and Reinvestment Act Logo: Logo graphic file available on State Water Resources Control Board website.
- Clean Water State Revolving Fund (CWSRF) Logo: Logo graphic file available on State Water Resources Control Board website.
- State Water Resources Control Board Logo: Logo graphic file available on State Water Resources Control Board website.
- EPA logo: Logo graphic file will be provided by the District.

17 Drug Free Workplace Requirements

- 17.1 Sign and submit with the Bid the certification regarding drug-free workplace requirements that is presented in Appendix D.

18 California Environmental Quality Act (CEQA)

- 18.1 Contractor must comply with California Environmental Quality Act (CEQA).

19 Removal, Relocation, or Protection of existing utilities

- 19.1 Contractor must comply with Cal. Govt Code, Section 4215 - Protection of Underground Infrastructure.

*****END OF SECTION*****

NEW DOCUMENT

APPENDIX A - FEDERAL WAGE DETERMINATIONS^{AD1}

APPENDIX B - DAVIS-BACON ACT CERTIFICATE OF ELIGIBILITY

(submit with executed Agreement)

In accordance with Davis-Bacon and Related Acts (DBRA) and I certify as stated below.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME:

TITLE:

SIGNATURE: _____ DATE: _____

APPENDIX C - NONDISCRIMINATION CLAUSE CERTIFICATION

(submit with bid)

In accordance with 41 CFR 60-1.4 Nondiscrimination Clause and I certify as stated below.

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40) or denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 or the Cal. Admin. Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in subcontracts to perform Work under the Contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

APPENDIX D - CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(submit with bid)

Appendix C to Part 513 —Certification Regarding Drug-Free Workplace Requirements

[55 FR 21690, 21694, May 25, 1990]

1. By signing and/or submitting this application or grant agreement, the Contractor is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the Board awards the grant. If it is later determined that the Contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Board, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For Contractors other than individuals, Alternate I applies.
4. For Contractors who are individuals, Alternate II applies.
5. Workplaces under grants, for Contractors other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the Contractor does not identify the workplaces at the time of application, or upon award, if there is no application, the Contractor must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Contractor's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the Board changes during the performance of the grant, the Contractor shall inform the Board of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules: *Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); *Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; *Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; *Employee* means the employee of a Contractor directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the Contractor's payroll. This definition does not include workers not on the payroll of the Contractor (e.g., volunteers, even if used to meet a matching requirement; consultants or independent Contractors not on the Contractor's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Contractors Other Than Individuals)

A. The Contractor certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Board in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: *Place of Performance (Street address, city, county, state, zip code)* Check ☐ if there are workplaces on file that are not identified here.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

APPENDIX E - CERTIFICATION OF NON-SEGREGATED FACILITIES

(submit prior to Award)

The Bidder certifies, to the best of his or her knowledge and belief, that:

- (1) the bidder does not maintain or provide for employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis.
- (2) the bidder will not maintain such segregated facilities.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

APPENDIX F - VERIFICATION OF DBE GOOD FAITH EFFORT

(submit within 3 days of bid opening)

CONTRACTOR OR

SUBCONTRACTOR NAME: _____

The Bidder listed above provides the following information to demonstrate our Good Faith Effort to comply with requirements for use of minority businesses, women's business enterprises, and labor surplus area firms (referred to herein as "DBEs"). Information for each ITEM is provided on additional sheets of paper.

ITEM 1. Solicitation Lists/Publications.

The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication), or information related to solicitation lists on which DBEs were included. Postings/publications should be at least 30 days before the date Bids are publicly opened and read (Bid Opening).

Information format example:

Publications/Solicitation Lists	Date of Advertisement

ITEM 2. Soliciting DBEs as Potential Sources.

The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested. Also, copies of solicitations, telephone records, fax confirmations, etc. are attached.

Information format example:

Name of DBEs Solicited	Date of Initial Solicitation	Follow-up Methods and Dates

ITEM 3. Division of Requirements.

The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Information format example:

Items of Work	Bidder Normally Performs Them? (Yes/No)	Breakdown of Items	Amount (\$)	Percentage of Contracts

ITEM 4. Delivery Schedules.

The following narrative describe our efforts made to establish delivery schedules or break down work items, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

Information format: Narrative

ITEM 5. Services of Other Agencies.

The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms, such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.).

Information format example:

Name of Agency/Organization	Method/Date of Contact	Results

ITEM 6. Additional Data.

The following provides additional data to support a demonstration of our Good Faith Effort.

Information format: Narrative

**APPENDIX G - CERTIFICATION REGARDING
AMERICAN IRON AND STEEL (AIS) REQUIREMENTS**

(submit with bid)

The Bidder certifies, to the best of his or her knowledge and belief, the following:

- (1) Identification of American-made Iron and Steel Products: The Bidder certifies that this bid effects the Bidder's best, good faith effort to identify domestic sources of iron and steel products for every component contained in the bid solicitation where such American-made components are required. The term "iron and steel products" means the following products made primarily of iron or steel - lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (2) Verification of U.S. Production: If this bid is accepted, the Bidder agrees that it will provide, to the Owner, reasonable, sufficient, and timely verification of the U.S. production of each Iron and Steel Product incorporated into the Project.
- (3) Documentation Regarding Non-American-made Iron and Steel: The Bidder certifies that for any Iron or Steel Product that is not American-made but was incorporated in the development of this bid, is allowed by waiver of the U.S. Environmental Protection Agency and such waiver is attached to this certification.
- (4) Warranty of Bidder: The Bidder hereby represents and warrants to and for the benefit of Owner that (a) Bidder has reviewed and understands the American Iron and Steel Requirement, and (b) if the bid is selected, all of the iron and steel products used in the project will be produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is attached to this certification.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE
ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

APPENDIX H - CERTIFICATION REGARDING LOBBYING

(submit with bid)

The Contractor certifies, to the best of his or her knowledge and belief, that:

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

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

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

AD4 Addendum No. 4
AD2 Addendum No. 2
AD1 Addendum No. 1



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity			

<p>I have identified potential DBE certified subcontractors. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If yes, please complete the table below. If <i>no</i>, please explain:</p>			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

DOCUMENT 00823

ESCROW BID DOCUMENTS

ARTICLE 1 — SCOPE

- 1.01 The 3 lowest Bidders shall submit, within the specified time after receipt of Bids, 1 copy of all documentary information generated in preparation of Bid prices for this Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the Successful Bidder will be held in escrow for the duration of the contract.
- 1.02 The Successful Bidder agrees, as a condition of award of the contract, that the Escrow Bid Documents constitute the complete, only, and all documentary information used in preparation of his Bid. No other Bid preparation information shall be considered in resolving disputes.
- 1.03 Nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

ARTICLE 2 — OWNERSHIP

- 2.01 The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject only to joint review by Owner and Contractor, as provided in this Document.
- 2.02 Owner stipulates and expressly acknowledges that the Escrow Bid Documents, as defined in this Document, constitute trade secrets. This acknowledgment is based on Owner's express understanding that the information contained in the Escrow Bid Documents is not known outside the Bidder's business, is known only to a limited extent and only by a limited number of employees of the Bidder, is safeguarded while in Bidder's possession, is extremely valuable to Bidder, and could be extremely valuable to Bidder's competitors by virtue of it reflecting Bidder's contemplated techniques of construction. Owner acknowledges that the Bidder expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. Owner further acknowledges that the Escrow Bid Documents and the information contained therein are made available to Owner only because such action is an express prerequisite to award of the contract. Owner further acknowledges that the Escrow Bid Documents include a compilation of information used in the Bidder's business, intended to give the Bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. Owner agrees to safeguard the Escrow Bid Documents, and all information contained therein, against disclosure to the fullest extent permitted by law.

ARTICLE 3 — PROGRAM

- 3.01 Escrow Bid Documents will be used to assist in the negotiation of price adjustments and Change Orders and in the settlement of disputes, claims, and other controversies. They will not be used for pre-award evaluation of Contractor's anticipated methods of construction or to assess Contractor's qualifications for performing the Work.

ARTICLE 4 — FORMAT AND CONTENTS

- 4.01 Bidders may submit Escrow Bid Documents in their usual cost-estimating format. It is not the intention of this section to cause the Bidder extra work during the preparation of the Bid, but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrow Bid Documents shall be in the language of the Specifications.
- 4.02 It is required that the Escrow Bid Documents clearly itemize the estimated costs of performing the work of each Bid item contained in the Bid schedule. Bid items should be separated into subitems as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs; crew; equipment; calculations of rates of production and progress; copies of quotations from equipment manufacturers, Subcontractors, and Suppliers; and memoranda, narratives, consultants' reports, add/deduct sheets, and all other information used by the Bidder to arrive at the prices contained in the Bid Form. Estimated costs should be broken down into the Bidder's usual estimate categories, such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Bidder's usual format. Contractor's allocation of plant and equipment, indirect costs, contingencies, markup, and other items to each Bid item shall be included.
- 4.03 All costs shall be identified. For Bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- 4.04 Bidding Documents provided by the Owner should not be included in the Escrow Bid Documents unless needed to comply with the requirements of this section.

ARTICLE 5 — SUBMITTAL

- 5.01 The Escrow Bid Documents shall be submitted in a sealed container within 48 hours after the time of receipt of Bids. The container shall be clearly marked on the outside with the Bidder's name, date of submittal, project name, and the words "Escrow Bid Documents."
- 5.02 The Escrow Bid Documents shall be accompanied with the Bid Documentation Certification, signed by an individual authorized by the Bidder to execute the Bid Form, stating that the material in the Escrow Documentation constitutes the complete, only, and all documentary information used in preparation of the Bid and that he has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.
- 5.03 Prior to award, Escrow Bid Documents of the apparent Successful Bidder will be unsealed, examined, organized, and inventoried by representatives of Owner, together with members of Contractor's staff who are knowledgeable in how the Bid was prepared.
- 5.04 This examination is to ensure that the Escrow Bid Documents are authentic, legible, and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. This examination is subject to the condition that, as trade secrets, the Escrow Bid Documents are proprietary and confidential as described in this Document. Examination will not alter any condition(s) or term(s) of the contract.

- 5.05 If all the documentation required in this Document has not been included in the original submittal, additional documentation shall be submitted, at Owner's discretion, prior to award of the contract. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between Contractor and Owner before making the award.
- 5.06 If the contract is not awarded to the apparent Successful Bidder, the Escrow Bid Documents of the Bidder next to be considered for award shall be processed as described above.
- 5.07 Timely submission of complete Escrow Bid Documents is an essential element of the Bidder's responsibility and a prerequisite to contract award. Failure to provide the necessary Escrow Bid Documents will be sufficient cause for Owner to reject the Bid.
- 5.08 If the Bidder's proposal is based on subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds 5 percent of the total Contract Price proposed by the Bidder shall provide separate Escrow Bid Documents to be included with those of the Bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent Successful Bidder.
- 5.09 If Contractor subcontracts any portion of the Work after award, Owner retains the right to require Contractor to submit Escrow Bid Documents from the Subcontractor before the subcontract is approved.
- 5.10 Escrow Bid Documents submitted by unsuccessful Bidders will be returned unopened, unless opened as provided above, as soon as they are no longer needed by Owner and no later than immediately following award of the contract.

ARTICLE 6 — STORAGE

- 6.01 The Escrow Bid Documents of the Successful Bidder will be placed in escrow prior to award of the contract, for the life of the contract, in a mutually agreeable institution. The cost of storage will be paid by Owner.

ARTICLE 7 — EXAMINATION AFTER AWARD OF CONTRACT

- 7.01 The Escrow Bid Documents shall be examined by both Owner and Contractor, at any time deemed necessary after award of the contract by either Owner or Contractor, to assist in the negotiation of price adjustments and Change Orders, or the settlement of disputes.
- 7.02 Examination of the Escrow Bid Documents after award of the contract is subject to the following conditions:
- 7.03 As trade secrets, the Escrow Bid Documents are proprietary and confidential as described in this Document.
- 7.04 Owner and Contractor shall each designate, in writing to the other party and a minimum of 10 days prior to examination, representatives who are authorized to examine the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents.
- 7.05 Access to the Escrow Bid Documents will take place only in the presence of duly designated representatives of both Owner and Contractor.

ARTICLE 8 — FINAL DISPOSITION

- 8.01 The Escrow Bid Documents will be returned to Contractor at such time as the contract has been completed and final settlement has been achieved.

BID DOCUMENTATION

---- CERTIFICATION ----

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE BID DOCUMENTATION CONTAINED IN THIS DOCUMENT CONSTITUTES THE COMPLETE, ONLY, AND ALL DOCUMENTARY INFORMATION USED IN PREPARATION OF THE BID AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND HAVE FOUND THAT THIS BID DOCUMENTATION IS COMPLETE.

BY: _____

TITLE: _____

FIRM: _____

DATE: _____

END OF DOCUMENT

