

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

HALF MOON BAY AIRPORT
RUNWAY PAVEMENT PRESERVATION PROJECT

COUNTY PROJECT NO. AH026
PROJECT FILE NO. E5076

FEDERAL AVIATION ADMINISTRATION (FAA)
AIP PROJECT NO. 3-06-0097-017-2021

APPROVED: _____ March 10 _____, 2023



ANN MADER STILLMAN
(R.C.E. No. 47882)
Director of Public Works

Department of Public Works
San Mateo County
555 County Center, 5th Floor
Redwood City, California 94063-1665

County of San Mateo Airports
620 Airport Drive, Suite 10
San Carlos, California 94070
(650) 573-3700

Last Updated: March 10, 2023

F:\Users\design\C3D\E50760000_HMB Airport Runway\12 Design\100% Final P&S\AH026 HMB Airport Runway - 100% Specs-signed

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**COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN, that

Sealed bids will be received at the office of the County Executive Officer/Clerk of the Board of Supervisors, Hall of Justice and Records at 400 County Center, Redwood City, California, until the hour of

2:30 p.m., Thursday, April 6, 2023

which all bids will then be transmitted to the County Executive's Office in the Hall of Justice and Records, where the bids will be publicly opened and read aloud for the following project in accordance with the specifications therefore and to which special reference is made as follows:

**HALF MOON BAY AIRPORT
RUNWAY PAVEMENT PRESERVATION PROJECT**

**COUNTY PROJECT NO. AH026
PROJECT FILE NO. E5076**

**FEDERAL AVIATION ADMINISTRATION (FAA)
AIP PROJECT NO. 3-06-0097-017-2021**

Bids are required for the entire work described herein.

The Contractor's attention is directed to the forms included in, and required to be completed and submitted with, the Proposal.

Bidders are further advised of the following:

- 1. Contractor should be placed on a Plan Holders List for bidding. To be placed on the Plan Holders List, the Contractor shall either:**
 - a. Purchase Plans and Specifications, including forms of proposal and contract, from the County of San Mateo Department of Public Works. When purchasing by phone (650-363-4100) or email (aoshaghi@smcgov.org) and wng@smcgov.org, please send check payable to "County of San Mateo" to 555 County Center, 5th Floor, Redwood City, CA 94063; OR**

- b. Complete and sign the following Plan Holder’s Affidavit by using the link below and you will receive a separate link for downloading an electronic copy of the Plans and Specifications. The contractor is advised that the table should be received by the County no later than three (3) working days prior to the bid opening date.

<https://www.smcgov.org/publicworks/affidavit-form-half-moon-bay-airport-runway-preservation-project>

- c. If plans and specifications are obtained through a source other than those outlined in 1a and 1b above, complete and sign the following Plan Holder’s Affidavit and return to the County by either PDF via email via email to aoshaghi@smcgov.org and wng@smcgov.org or by fax at (650) 361-8220. The Contractor is advised that the table should be received by the County no later than three (3) working days prior to the bid opening date.

Plan Holder’s Affidavit			
Project Title	Half Moon Bay Airport Runway Pavement Preservation Project		
Project No.	AH026	Project Engineer:	Sina Oshaghi
		Project Manager:	Wency Ng
Bid Open Date and Time:	2:30 p.m., Thursday, April 6, 2023		
Company Name:	_____		
Mailing Address:	_____		
Phone Number:	_____	Fax Number:	_____
E-mail Address:	_____		
(Name and Title of Authorized Representative of Bidder)			
(Signature of Authorized Representative of Bidder)			

The Plan Holders List will be posted to the County of San Mateo's Public Works website two (2) working days prior to the bid open date.

2. Questions regarding the Contract Documents concerning items such as discrepancies, conflicts, omissions, doubts as to meanings, or regarding scope of bid items shall be referred to the Engineer. Inquiries must be received in writing via email, to aoshaghi@smcgov.org and wng@smcgov.org, not less than five (5) working days prior to bid opening. Inquiries will be answered in writing via email response if written clarification is warranted, in the opinion of the Engineer, then inquiries and responses will be posted to the Project's page on the County of San Mateo's Public Works website. It will be the Contractor's sole responsibility to ensure that they receive responses, if any. The County will not be responsible for oral clarifications.
3. It will be the Contractor's sole responsibility to ensure that they have received addendums, if any, which will be posted to the County of San Mateo's Public Works website on the same day issued. Said addendums will also be sent to all current plan holders and made available during purchase of Plans and Specifications.
4. Proposals in which the prices obviously are unbalanced may be rejected.
5. **The Contractor is advised that a pre-bid meeting as the site will occur on Tuesday, March 28, 2023 at 1:00pm and shall take place at Half Moon Bay Airport, 9850 Cabrillo Highway North Half Moon Bay, CA 94019.**

The Department of Public Works website will be updated as needed and can be accessed under the Department's tab found on the County of San Mateo website. (<https://www.smcgov.org/publicworks>)

ENGINEER'S ESTIMATE
HALF MOON BAY AIRPORT
RUNWAY PAVEMENT PRESERVATION PROJECT

COUNTY PROJECT NO. AH026
PROJECT FILE NO. E5076

FEDERAL AVIATION ADMINISTRATION (FAA)
AIP PROJECT NO. 3-06-0097-017-2021

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description
1	C-105	1	LS	Mobilization (6% Maximum)
2	C-106	1	LS	Safety, Security, and Maintenance of Traffic
3	P-101	18,600	LF	Crack Seal
4	P-608R	86,150	SY	Asphalt Surface Treatment w/Aggregate
5	P-608R	1	LS	Runway & High Speed Exit Taxiway Friction Testing
6	P-620	26,500	SF	Obliterate Pavement Markings
7	P-620	31,365	SF	Pavement Marking (Reflectorized)
8	P-620	31,365	SF	Interim Pavement Markings (Non-Reflectorized)

Engineer's Estimate of Costs: \$ 844,000.00

(F) Final Pay Quantities - See Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

(R) Revocable Item. See Special Provision section for additional information.

(Note: Gaps in section numbering, above, indicate the Section is blank or does not apply.)

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the County of San Mateo does not, expressly or by implication, agree that the actual amount of work will correspond herewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any portion of the work, as may be deemed necessary or expedient by the Engineer.

Payment to the Contractor for materials furnished and work completed shall be made by the County in accordance with Section 9 of the "County Special Provisions" portion of these Contract Documents. Pursuant to Section 22300 of the Public Contract Code, Contractor may, upon his request and at Contractor's expense, substitute

equivalent securities for any moneys retained from such payment for the fulfillment of the Contract.

Pursuant to Section 1773 of the California Labor Code, prevailing wage rates in the County have been established by the California Department of Industrial Relations, and copies are available in the office of the Director of Public Works. Said prevailing wage rates shall be made available to any interested party on request, and the successful Bidder shall post a copy of the wage rates at the job site. The Contractor's attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications and the Federal Requirements section of these Special Provisions.

Additionally:

- a. When applicable, both Contractor and Subcontractor hereby agree to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq and Section 1810 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.**
- b. Pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:**
 - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
 - ii. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the**

Department of Industrial Relations pursuant to Labor Code section 1725.5.

- iii. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

Attention is directed to the Federal minimum wage rate requirements in the Contract documents for this Project. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline provided below to report these activities. Reference is made to Section 2-1.50, Bid Rigging," of the Standard Specifications, which states: "The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, or other fraudulent activities. The hotline number is (800)-424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General."

Wage rates for overtime shall be paid at not less than one and one-half (1-1/2) times the above rates. Wage rates for Sundays and holidays shall be paid at not less than two (2) times the above rates.

The holidays upon which such rates shall be paid shall be all holidays recognized

in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Project.

It is the policy of the County that Contractors on public projects employ their workers and craftsmen from the local labor market whenever possible. "Local Labor Market" is defined as the labor market within the geographical confines of the County of San Mateo, State of California. Consistent with this policy, the Contractor is requested to employ craftsmen and other workers from the local labor market whenever possible to do so.

Each bidder shall submit with the bid, Certificates of Compliance and Intent on a form provided in the "Proposal" section of these Contract Documents, a certificate that bidder is in compliance with the provisions of the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and any other federal, State and local laws and regulations relating to equal employment opportunity. With the execution of said certificates, bidder also agrees that bidder will maintain or develop and implement, during the course of the work concerned, a program of hiring and employment, conducted without regard to race, religion, color, national origin, ancestry, sexual orientation, or sex of the applicants. With this certification, bidder shall submit any and all information that may be required by the County in connection with the particular project.

Each bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix D) relate to resolution of construction claims, and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The bidder is further notified that all provisions of Section 9204 and Section 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above shall be considered as incorporated into and become an integral part of these specifications.

Questions relating to equal employment should be directed to the San Mateo County Department of Public Works, Equal Employment Opportunity Program, 555 County Center, 5th Floor, Redwood City, CA 94063-1665, telephone (650) 363-4100.

Plans and Specifications and forms of Proposal and Contract may be seen and

obtained at the office of the Director of Public Works, 555 County Center, Redwood City, California, 94063-1665. Plans and specifications may be obtained for a:

NON-REFUNDABLE FEE OF \$40 PER SET

Additional technical questions should be directed to the office of the Director of Public Works, 555 County Center, Redwood City, California, 94063-1665, telephone (650) 363-4100.

The Contractor shall possess either a Class A License or a combination of Class C licenses that are applicable for the majority of the work at the time this contract is awarded. No Contract will be awarded to a Bidder who is not licensed as required by laws of the State of California.

The County of San Mateo reserves the right to reject any or all bids and/or waive any informalities or irregularities in any bid received.

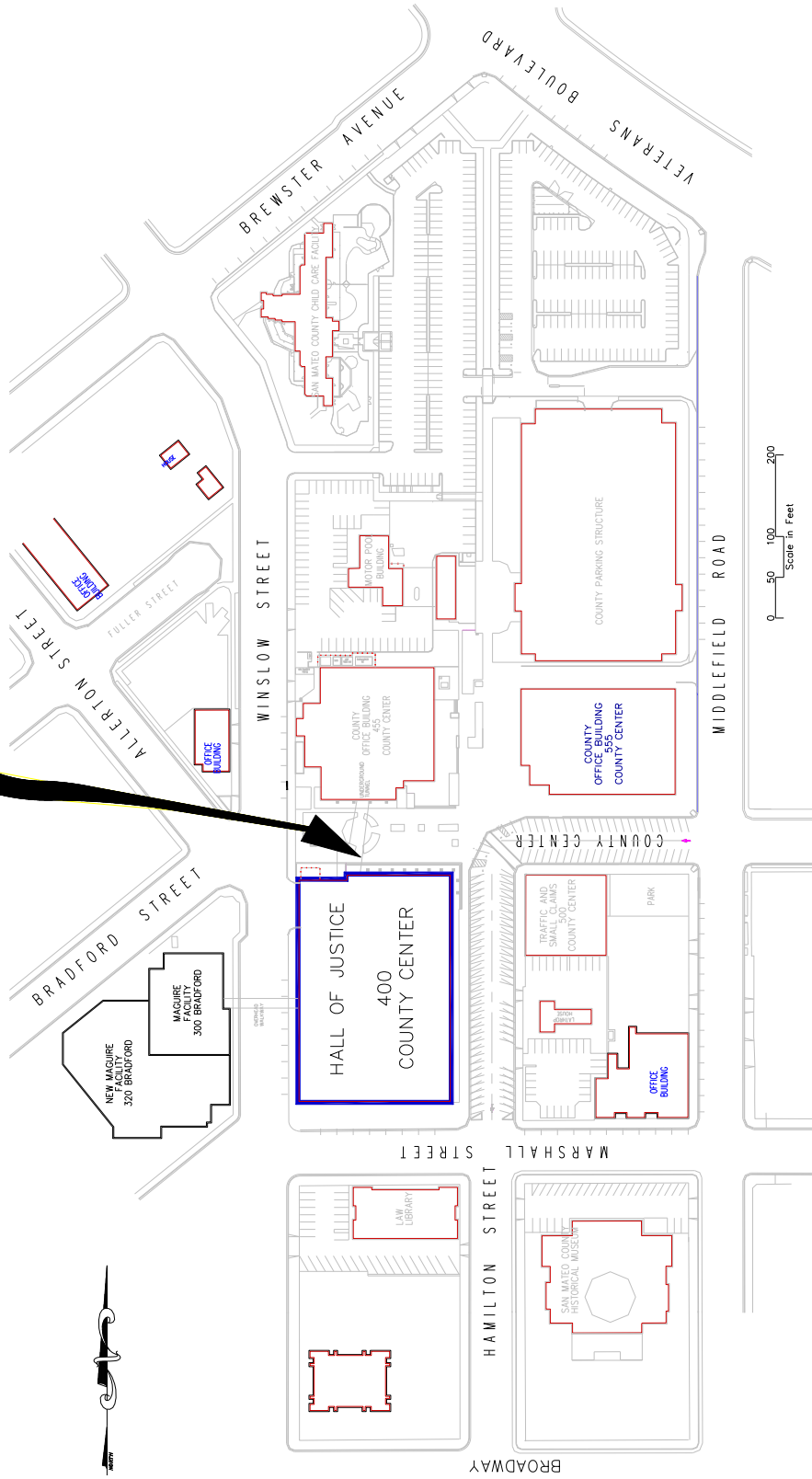
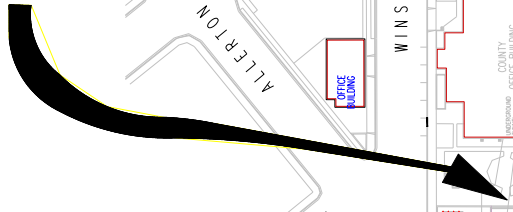
Bidders may not withdraw their bid for a period of **ONE HUNDRED AND TWENTY (120) DAYS** after the date set from the opening thereof.

BY ORDER OF THE
BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

DATE: March 14, 2023

**Michael Callagy, County Executive
Officer/ Clerk of the Board of
Supervisors**

PUBLIC ENTRANCE
(SECURITY CHECK POINT)



SAN MATEO COUNTY GOVERNMENT CENTER

NOTE:

Receipt of Bids in the Office of the County Manager/Clerk of the Board of Supervisors, Hall of Justice.
Refer to project Notice to Contractors for Time, Date or alternate location.

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PROPOSAL SECTION

Contractor's Check-Off List:

1.	Complete Bidder's Information Sheet	1
2.	Complete Bid Proposal Sheet	4
3.	Check off for Bidder's Security (cash, cashier's check, certified check, or bidder's bond)	6
4.	Complete Principal(s) and Title(s) Sheet	8
5.	Complete State Contractor's License No. and Department of Industrial Relations Registration No.	9
6.	Complete Subcontractor List Sheets	10
7.	Complete Certification of Intent Sheet	15
8.	Equal Employment Opportunity Sheets:	
	i. Complete Questionnaire for Bidder Sheet	16
	ii. Complete Contractor Report Form	19
9.	Complete Equal Benefits Compliance Declaration Form	25
10.	Complete Employee Jury Service Compliance Declaration Form	29
11.	Complete Non-Collusion Declaration Form	30
12.	Complete Equal Employment Opportunity Certification (Federal Requirement)	31
13.	Complete Bidders Questionnaire and Statements	32
14.	Complete Buy American Certification	34
15.	Complete Certifications Sheet:	37
	i. Certification of Non-Segregated Facilities	
	ii. Debarment & Suspension Certification	
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16.	Complete Iran Contracting Act Certification	42
17.	Complete Bidder's List Collection Form (Bidder's Information)	43
18.	Complete Bidder's List Collection Form (Subcontractor's Information) .	44
19.	Complete Safety Plan Compliance Document (SPCD) Certification	46
20.	Complete the following DBE Forms :	
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**PROPOSAL TO THE COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

**HALF MOON BAY AIRPORT
RUNWAY PAVEMENT PRESERVATION PROJECT**

**COUNTY PROJECT NO. AH026
PROJECT FILE NO. E5076**

**FEDERAL AVIATION ADMINISTRATION (FAA)
AIP PROJECT NO. 3-06-0097-017-2021**

NAME OF BIDDER: _____
STREET ADDRESS: _____
MAILING ADDRESS: _____
TELEPHONE NUMBER: (_____) _____
FAX NUMBER: (_____) _____
EMAIL FOR OFFICIAL NOTIFICATIONS: _____

The work for which this proposal is submitted is for construction in accordance with the County of San Mateo’s and FAA’s General Provisions, Special Provisions, and Agreement annexed hereto, the project plans described below, and the Department of Transportation Standard Plans, Revised Standard Plans, Standard Specifications, Revised Standard Specifications, 2018 edition, the Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates in effect on the date the work is accomplished.

It is the Contractor’s obligation and responsibility to ensure that all work associated with this Project complies with all current Orders of the Health Officer of the County of San Mateo related to the Novel Coronavirus Disease 2019 (COVID-19). The County of San Mateo assumes no responsibility for work performed by Contractor that is not in compliance with all current Orders. The Contractor is advised to review the Orders of the Health Officer of the County of San Mateo, which can be found at the following link:

<https://www.smchealth.org/health-orders-updates>

LOCATION OF WORK

The work will be done in accordance with the Special Provisions and Agreement annexed hereto, and in accordance with the Standard Specifications of the County of San Mateo and the FAA.

The location and details of said work are further shown on the Plans titled **“Runway Pavement Preservation Project at Half Moon Bay Airport,”** File No. E5076 in the Department of Public Works.

**TO THE BOARD OF SUPERVISORS
COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of Agreement, and the Plans and Specifications therein referred to; that he proposes, and agrees if this Proposal is accepted, that he will contract with the County of San Mateo, in the form of the copy of the Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will accept in full payment therefor the following unit prices, to wit:

PROPOSAL TO THE COUNTY OF SAN MATEO
HALF MOON BAY AIRPORT
RUNWAY PAVEMENT PRESERVATION PROJECT

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FEDERAL AVIATION ADMINISTRATION (FAA)
AIP PROJECT NO. 3-06-0097-017-2021

NOTICE TO CONTRACTORS:

THE FOLLOWING FORMS MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE COMPANY AND SUBMITTED WITHIN FIVE (5) CALENDAR DAYS FROM BID OPENING:

1. Contractor's DBE Plan
2. DBE Letter of Intent Form
3. DBE Good Faith Efforts Documentation

FAILURE TO COMPLETE AND SUBMIT THE REQUIRED FORMS SHALL BE CONSIDERED AS REASON FOR DISQUALIFICATION FROM BIDDING.

BIDDERS CANNOT BE WITHDRAW THEIR BIDS FOR A PERIOD OF 120 DAYS AFTER BID OPENING.

Item No.	Section No.	Estimated Quantity	Unit of Measure	Item Description	Item Price (In Figures)	Total (In Figures)
1	C-105	1	LS	Mobilization (6% Maximum)	\$	\$
2	C-106	1	LS	Safety, Security and Maintenance of Traffic	\$	\$
3	P-101	18,600	LF	Crack Seal	\$	\$
4	P-608R	86,150	SY	Asphalt Surface Treatment w/Aggregate	\$	\$
5	P-608R	1	LS	Runway & High Speed Exit Taxiway Friction Testing	\$	\$
6	P-620	26,500	SF	Obliterate Pavement Markings	\$	\$
7	P-620	31,365	SF	Pavement Marking (Reflectorized)	\$	\$
8	P-620	31,365	SF	Interim Pavement Markings (Non-Reflectorized)	\$	\$
TOTAL						\$

Notes: (F) Final Pay Quantities - See Section 9-1.015, "Final Pay Items," of the Standard Specifications.

(R) Revocable Item. See Special Provision section for additional information.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

After acceptance of this Proposal and award of the Contract, if the undersigned should fail to contract as aforesaid or should fail to give the "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, the Certificate of Insurance covering public liability and property damage in the amounts specified in the Agreement portion of these Contract documents, and the Certificate of Insurance covering Workmen's Compensation Insurance, within **TEN (10) WORKING DAYS** after award of the Contract, the County may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall become the property of the County of San Mateo, State of California.

Accompanying this Proposal is:

- Cash
- A Cashier's Check (made payable to the "County of San Mateo")
- A Certified Check (made payable to the "County of San Mateo")
- A Bidder's Bond executed by an admitted surety insurer (made payable to the "County of San Mateo") in the amount equal to at least ten percent (10%) of the total bid.

Bidders must, upon request, furnish evidence of their financial responsibility and ability to perform the work herein described.

PROVISIONS OF LABOR CODE

The Contractor shall be required to comply with all the payroll and apprenticeship provisions of Chapter 1, Division 2, Section 1776 and 1777.5 of the California Labor Code.

BIDDER'S FINANCIAL RESPONSIBILITY TECHNICAL ABILITY & EXPERIENCE

THE LOW BIDDER MUST, UPON REQUEST, FURNISH EVIDENCE OF FINANCIAL RESPONSIBILITY AND ABILITY TO PERFORM THE WORK INCLUDED IN THIS PROPOSED CONTRACT. SUCH EVIDENCE MAY INCLUDE, BUT NOT BE LIMITED TO, A FINANCIAL STATEMENT AS OF THE DATE OF BID; A STATEMENT, WITH REFERENCES, OF COMPLETED WORK OF A SIMILAR CHARACTER TO THAT INCLUDED HEREIN; A STATEMENT OF THE LAST TWO PROJECTS PERFORMED REGARDLESS OF THEIR CHARACTER; AND SUCH OTHER INFORMATION WHICH WILL ENABLE THE DIRECTOR OF PUBLIC WORKS TO JUDGE THE BIDDER'S RESPONSIBILITY, EXPERIENCE, SKILL AND BUSINESS STANDING.

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

(Name of Corporation, Co-partnership, Individual)	
(Name and Title)	(Name and Title)
(Name and Title)	(Name and Title)
(Authorized Signature of Bidder)	(Authorized Signature of Bidder)

***(NOTICE:** If the Bidder is a corporation, the legal name of the corporation and the names of the president, secretary, treasurer, and manager thereof shall be set forth together with the signature of the officer or officers authorized to sign Contracts in behalf of the corporation; if the Bidder is a co-partnership, the true name of the firm and the names of the principal partners shall be set forth together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and, if the Bidder is an individual, his full name shall be set forth and his signature shall be as the authorized officer. If the signature is by an agent, other than by an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening of bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.)

Corporations must, upon request, furnish certification attesting to corporate existence and authority of officers to sign contracts and other documents.

The undersigned is licensed by the Contractor's State License Board of the State of California to perform the work hereinafter described, which State Contractor's License No. is:

State Contractor's License No.: _____
(Expires: _____)

Pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015, No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Department of Industrial Relations Registration No.: _____
(Expires: _____)

LICENSEE: _____
(Please print)

ADDRESS: _____

CITY AND STATE: _____

Date of Proposal

Signature

SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS: Each Bidder shall set forth below the name, business address and telephone number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents. The Bidder shall also list the proposal item number(s) to be done, in whole or in part, by each subcontractor and the total amount of each subcontractor's work in dollars and as a percentage of the total bid amount. The Bidder's attention is directed to Section 5-1.13, "Subcontracting", of the Standard Specifications.

SUBCONTRACTORS

- | | | |
|----|--|------------------------------|
| 1. | Name: _____ | Item No(s). _____ |
| | Address: _____ | Dollar Amount: \$_____ |
| | Tel: (____) _____ | Percent of Total Bid: _____% |
| | License No.: _____ | |
| | Department of Industrial Relations Registration No.: _____ | |
| 2. | Name: _____ | Item No(s). _____ |
| | Address: _____ | Dollar Amount: \$_____ |
| | Tel: (____) _____ | Percent of Total Bid: _____% |
| | License No.: _____ | |
| | Department of Industrial Relations Registration No.: _____ | |
| 3. | Name: _____ | Item No(s). _____ |
| | Address: _____ | Dollar Amount: \$_____ |
| | Tel: (____) _____ | Percent of Total Bid: _____% |
| | License No.: _____ | |
| | Department of Industrial Relations Registration No.: _____ | |
| 4. | Name: _____ | Item No(s). _____ |
| | Address: _____ | Dollar Amount: \$_____ |
| | Tel: (____) _____ | Percent of Total Bid: _____% |
| | License No.: _____ | |
| | Department of Industrial Relations Registration No.: _____ | |

SUBCONTRACTORS

(Continued)

- 5. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

- 6. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

- 7. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

- 8. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

- 9. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

- 10. Name: _____ Item No(s). _____
 Address: _____ Dollar Amount: \$ _____
 Tel: (____) _____ Percent of Total Bid: _____%
 License No.: _____
 Department of Industrial Relations Registration No.: _____

SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY (AFFIRMATIVE ACTION) PROGRAM

CONTRACT COMPLIANCE PROGRAM

The purpose of the **Contract Compliance Program** is two-fold:

1. **To prohibit and eliminate employment discrimination; and**
2. **To further the opportunities for minority persons to be gainfully employed in County construction contracts.**

The program requires equal employment opportunity efforts by Contractors to employ minority workers on the County's construction projects. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. The Contractor will take equal employment opportunity actions to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex; with the goal that the ethnic composition of the Contractor's work force will approximate the ethnic composition of the population of San Mateo County. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship training and on-the-job training.

The **San Mateo County Equal Employment Opportunity Program** requires the Contractor to make two certifications. The first assures compliance with laws prohibiting discrimination. The second concerns the intent to develop and implement an equal employment opportunity program.

The Contractor is further required to:

1. Post "**EQUAL EMPLOYMENT OPPORTUNITY NOTICE(S)**", including the statement: "**AN EQUAL OPPORTUNITY EMPLOYER**", in all announcements of job openings;
2. Permit access by County and State compliance officials to his employment records; and
3. File monthly reports on prescribed forms:

- A. **Monthly Manpower-Utilization Report**
- B. **Weekly payroll Form WH-347** (which form can be found on the U.S. Department of Labor, Wage & Hour Division website, which website is addressed as <http://www.dir.ca.gov/dlsr/PWD/Northern.html>)
- C. **Statement of Compliance** (which form is on the back of payroll form WH-347 or separate form WH-348, as requested by the County's contract compliance representative)
- D. Assign an equal opportunity officer full time or as additional duty.

Union employees are to be recruited according to applicable labor agreements. If non-union employees are recruited for the project, the Contractor shall make use of minority-oriented news media and referral sources. The Contractor shall inform all subcontractors hired by him on the project(s) of their obligations under this program; and Contractor **will be responsible for the compliance with these regulations by his subcontractors.**

For failure to comply with the non-discrimination section, the Contractor is subject to a penalty of **two percent (2%) of the total amount payable for each working day during which he was found to be in non-compliance, or the cancellation of the contract in part or whole.**

The County's Contract Compliance Program is monitored by the San Mateo County Department of Public Works, 555 County Center, Redwood City, CA, 94063-1665, telephone (650) 363-4100.

Information and necessary forms are available at the **Department of Public Works**. In addition to evaluating Contractors' and subcontractors' equal opportunity efforts, the **Department of Public Works** will assist Contractors and subcontractors toward meeting these obligations.

**CERTIFICATION OF COMPLIANCE
WITH LAWS PROHIBITING DISCRIMINATION**

We are in compliance with the **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT OF THE EXECUTIVE ORDER 11246, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**, any other Federal or State laws relating to equal employment opportunity and the provisions of **Title 2, Chapter 2.50 of the San Mateo County Ordinance Code** and the Board established guidelines implementing them.

We will not discriminate against any employee or applicant for employment based on **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex**. This pertains to the areas of **recruitment, hiring, training, upgrading, transfer, compensation and termination**.

CERTIFICATION OF INTENT

We will maintain or develop and implement, during the course of the work concerned, an **Equal Employment Opportunity Program** of hiring and employment conducted without regard to **race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex** of the applicants. With this Certification we shall submit any and all information that may be required by the County in connection with this program.

We certify that we have read and understood the County of San Mateo's **GENERAL EQUAL EMPLOYMENT OPPORTUNITY STATEMENT SECTION III-A**, which is included in the proposal section of the Specifications.

As a private Contractor, working under contracts with the County of San Mateo, we understand that these policies are the requirements of said County employment and we will, in our recruitment, training and staffing, work to implement this Section as applicable.

Signature and Title of Authorized Representative or Bidder

Date

**SAN MATEO COUNTY
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

QUESTIONNAIRE FOR BIDDER

THIS REPORT MUST BE COMPLETED IN FULL BY AN OFFICIAL OF THE COMPANY AND SUBMITTED WITH THE BID.

PROJECT: Half Moon Bay Airport Runway Pavement Preservation Project

NAME OF FIRM: _____

ADDRESS: _____

CITY/ZIP: _____

TELEPHONE: (____)_____ DATE OF SUBMITTAL: _____

OFFICIAL FOR COMPANY: _____

1. _____ Yes _____ No Have you read and are you acquainted with the **Equal Employment Opportunity Requirement** of the Executive Order 11246, Title VII of the **Civil Rights Act of 1964**, the California Fair Employment Practices Act and **Title 2, Chapter 2.50** of the San Mateo County Ordinance Code?

2. _____ Yes _____ No Does your employment advertising state that you are an Equal Opportunity Employer?

3. _____ Yes _____ No Have all recruitment sources been advised that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex?

4. _____ Yes _____ No Were any employees hired by means other than the union hiring hall in the past year?

How many? _____

What positions? _____

5. If non-union personnel are employed by the company, or if a position cannot be filled by the union hall, specify the advertisement and recruitment sources that are used. (For example, State HRD, newspapers, high schools, vocational schools, referral agencies/organizations, community groups.)

6. How many apprentices do you employ? _____
How many of these are minorities? _____

7. _____ Yes _____ No Do you have a program for upgrading and counseling present employees?

Describe: _____

8. _____ Yes _____ No Do you have a collective bargaining agreement with a labor union or other organization?

Please list these groups _____

9. What percentage of your work force is covered by union agreement? _____

10. _____ Yes _____ No Have you advised the labor union and/or worker organizations of your company's responsibility under the Equal Employment Opportunity Program?

11. _____ Yes _____ No Does your company's collective bargaining agreement include a provision for non-discrimination in employment?

12. Describe any previous experience with Equal Employment Opportunity Programs:

If your company has a written Equal Employment Opportunity Program now in effect, please attach a copy.

**COUNTY OF SAN MATEO
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**CONTRACTOR REPORT FORM
(To Be Submitted with Original Bid)**

PROJECT: _____ DATE: _____

NAME OF BIDDER: _____

NAME OF PERSON SUBMITTING REPORT: _____

RACIAL/ETHNIC MAKEUP OF THE COMPANY

Be sure to include the total of all employees in each classification in the first column. Report the number of employees enrolled in formal on-the-job (apprenticeship) training programs in parenthesis () for each classification.

Minority Employees										
Job Classification	Total (All Employee s)	Ethnicity								
		American- Indian or Native Alaskan	Asian	Native Hawaiian or Pacific Islander	Black American or African American	Caucasian	Filipino	Hispanic or Latino (1)	Other (2)	Unidentifie d (3)
Total (s)										

Notes: (1) "Hispanic" includes all persons of Mexican, South and Central American, Puerto Rican, Cuban or Spanish ancestry.
 (2) "Other" includes all others whose origin consists of two or more races other than Hispanic or Latino.
 (3) Use this category for employees who have chosen not to identify any race or ethnicity, including "Other".

**SECTION III-A. GENERAL EQUAL EMPLOYMENT
OPPORTUNITY POLICY STATEMENT**

The Board of Supervisors of the County of San Mateo takes this opportunity to express its commitment to one of its highest priorities in the area of employment. This priority is assuring that all employees and applicants for employment are provided equal access to, and enjoyment of employment opportunities, and that they are not subjected to discrimination because of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, or sexual orientation.

The Board of Supervisors is committed to ensuring compliance with all applicable non-discrimination laws and regulations in order to attain a work environment that is free of discrimination so all County employees can provide quality public service.

The County will take positive measures toward eliminating artificial barriers to employment and achieving equal opportunity through its continued implementation and coordination of the County's Equal Employment Opportunity Program and through its review and evaluation of hiring and promotional policies and procedures.

It is the belief of the Board of Supervisors that equal employment opportunity is consistent with the basic merit system principle that all persons be afforded equal access to positions in public service based on their ability to do the job. Employment decisions shall be made on the basis of merit and in conformity with the principles of equal opportunity action.

Through adoption of the Equal Employment Opportunity Program, the Board of Supervisors commits the County, the operating departments, the Equal Employment Opportunity Coordinator, and all employees to a results-oriented Equal Employment Opportunity Program aimed at attaining a balanced workforce at all levels of County employment and achieving equal opportunity in County service.

EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 04026**CHAPTER 2.84**ORDINANCE NO 04026

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2, ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS TO PROVIDE FOR NON-DISCRIMINATION BY COUNTY CONTRACTORS IN THE PROVISION OF EMPLOYEE BENEFITS

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

Section 1. The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

Chapter 2.84 CONTRACTS – EQUAL BENEFITS**2.84.010 Definitions.**

For the purposes of this chapter,

- A. “Contract” means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. “Contractor” means a party who enters into a contract with the County.
- C. “Contract Awarding Authority” means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- D. “Domestic Partner” means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.
(Ord. 4324, 08/15/06)

2.84.020 Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Executive Officer may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;

4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
5. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of Contracts approved by the Board, the County Executive Officer.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Executive Officer, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4324, 08/15/06)

2.84.030 Application of Chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4324, 08/15/06)

2.84.040 Powers and duties of the County Executive Officer.

The County Executive Officer's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.

(b) Receive notification from employees of contractors regarding violations of this chapter.

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
2. Contractual remedies, including, but not limited to termination of contract.

3. Liquidated damages in the amount of \$2,500.
- (d) Examine contractors' benefit programs covered by this chapter;
 - (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
 - (f) Allow for remedial action after a finding of non-compliance, as specified by rule;
 - (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.84.050 Date of Application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

Section 2. Severability – The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form
 (To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: _____
 Contact Person: _____
 Address: _____
 Phone Number: _____ Fax Number: _____

II Employees

Does the Contractor have any employees? _____ Yes _____ No
 Does the Contractor provide benefits to spouses of employees? _____ Yes _____
 _____ No

*If the answer to one or both of the above is no, please skip to Section IV. *

III Equal Benefits Compliance (Check One)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.84, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before July 1, 2001. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)*
 The Contractor is under a collective bargaining agreement which began **on or before July 1, 2001** and expires on _____ (date). (Section 2.84.050)

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20__ at _____, _____.
(City) (State)

 Signature

 Name (Please Print)

 Title

 Contractor Tax Identification Number

**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE NO. 04269
CHAPTER 2.85**

ORDINANCE NO 04269

AN ORDINANCE OF THE SAN MATEO COUNTY ORDINANCE CODE (TITLE 2,
ADMINISTRATION), REQUIRING SPECIFIED COUNTY CONTRACTORS
TO PROVIDE PAID JURY SERVICE TO FULL-TIME EMPLOYEES

The Board of Supervisors of the County of San Mateo, State of California,
ORDAINS as follows:

Chapter 2.85 CONTRACTOR EMPLOYEE JURY SERVICE

2.85.010 Definitions

For the purposes of this chapter,

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee " means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time " means 40 hours or more worked per week, or a lesser number of hours if (1) the lesser number is a recognized industry standard as determined by the County Executive Officer, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time. (Ord. 4324, 08/15/06)

2.85.020 Contractor jury service policy

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
 - (1) Award of a contract or amendment is necessary to respond to an emergency;
 - (2) The contractor is a sole source;
 - (3) No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 - (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
 - (5) The County is purchasing through a cooperative or joint purchasing agreement.
- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Executive Officer.
- (e) The County Executive Officer may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter. (Ord. 4324, 08/15/06)

2.85.030 Powers and duties of the County Executive Officer

The County Executive Officer's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter.
- (b) Receive notification from employees of contractors regarding violations of this chapter.
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
 - (1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and

- (2) Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;
- (e) Allow for remedial action after a finding of non-compliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4324, 08/15/06)

2.85.040 Date of Application

The provisions of this chapter shall apply to any contract awarded or amended on or after September 01, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4324, 08/15/06)

**COUNTY OF SAN MATEO
Employee Jury Service Compliance Declaration Form
(To Be Submitted with Proposal)**

I Vendor Identification

Name of Contractor: _____
Contact Person: _____
Address: _____
Phone Number: _____ Fax Number: _____

II Employees

Does the Contractor have any employees? _____ Yes _____ No

*If the answer to the above is no, please skip to Section IV. *

III Contractor Employee Jury Service Compliance (Check One)

- Yes, the Contractor complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.
- The Contractor will have and adhere to, prior to award of the Contract, a policy that complies by offering paid employee jury service, as defined by Chapter 2.85, to its employees.
- No, the Contractor does not comply.
- (NOTE: **DO NOT CHECK THIS BOX** unless the said agreement was executed/renewed on or before September 1, 2005. If checked, a copy of the collective bargaining agreement shall be submitted with Proposal.)*

The Contractor is under a collective bargaining agreement which began **on or before September 1, 2005** and expires on _____ (date). (Section 2.85.040)

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20__ at _____, _____.
(City) (State)

Signature

Name (Please Print)

Title

Contractor Tax Identification Number

NON-COLLUSION DECLARATION FORM**THIS FORM SHALL BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

“Contractor”

(Print)

(Signature)

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

Note:

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

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

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

BIDDER'S QUESTIONNAIRE AND STATEMENTS

California Department of Industrial Relations (DIR) Information

In accordance with Labor Code section 1773.3, the District may be required to provide notice of the award to the Department of Industrial Relations on the Form PWC-100. The Bidder who is awarded the Contract shall submit to the District a completed Form PWC-100 including identification of the worker classifications for the Bidder and all listed subcontractors, within three (3) days of the award. Failure to provide a completed Form PWC-100 prior to execution of the Contract may result in forfeiture of the Bidder's Bid deposit or bond to the District, and the District may award the Contract to the next lowest responsive and responsible Bidder, or may call for new Bids.

The Contractor shall have an affirmative obligation to verify that all subcontractors are currently and validly registered with the Department of Industrial Relations and shall not permit a subcontractor of any tier to perform work on the project without first verifying the subcontractor's registration. The Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain valid registration for the duration of the project.

Bidder's DIR Registration Number: _____

California Public Contract Code Section 10162

All prospective bidders, under penalty of perjury, shall complete the following questionnaire. Has such prospective bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES _____

NO _____

If so, explain the circumstances in the space below.

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

California Public Contract Code Section 10232

In accordance with Public Contract Code Section 10232, the prospective bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order

of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

California Public Contract Code Section 10285.1

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder (has ____)
(has not ____) been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

(This form must be completed and submitted with the Proposal.)

BUY AMERICAN CERTIFICATION

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws (Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.), U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

(Buy American form(s) must be completed and submitted with the Proposal.)

CERTIFICATIONS**BIDDER'S NAME:** _____**ADDRESS:** _____**TELEPHONE NO.:** _____ **FAX NO.** _____**IRS EMPLOYER IDENTIFICATION NUMBER:** _____**NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT****Notice to Prospective Federally Assisted Construction Contractors**

1. A Certification of Non-segregated Facilities shall 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.
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 supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract 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 this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

* * * * *

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact,

segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

* * * * *

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Contractor certifies that Contractor is not identified on a list created pursuant to subdivision (b) of Section 2203 of the Public Contract Code as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 of the Public Contract Code, or as a person described in subdivision (b) of Section 2202.5 of the Public Contract Code, as applicable. Such certification information shall be submitted to the Department of General Services by Owner. Such certification is not required if Contractor has been permitted to submit a bid or proposal to Owner pursuant to subdivision (c) or (d) of Section 2203 of the Public Contract Code.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

* * * * *

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* * * * *

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Contractor must complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The Contractor represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Contractor represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a Contractor responds in the affirmative to either of the above representations, the Contractor is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Contractor therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

* * * * *

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Printed Name & Title: _____

Signature: _____

Date: _____

(These certifications must be completed and submitted with the Proposal.)

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor’s status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The Authority has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.

Signed _____
 Titled _____
 Firm _____
 Date _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years

(This form must be completed and submitted with the Proposal.)

**BIDDER’S LIST COLLECTION FORM
(Bidder’s Information)**

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Airport Name: _____ County Project No _____

Project Name: _____

Bidder’s Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	_____ _____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

(This form must be completed and submitted as part of the Proposal.)

**BIDDER’S LIST COLLECTION FORM
(Subcontractor’s Information)**

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from each subcontractor submitting a quote, bid or proposal to the bidder.

As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Please note that the information requested below must be filled out for each quote received by the bidder, regardless of DBE status. For example, if the bidder requests quotes from three contractors for electrical work, the information requested below must filled out for the three subcontractors. **It is important to note that providing the information does not commit the bidder to using any one of the three subcontractors in the work.**

Airport Name: _____ County Project No. _____

Project Name: _____

Subcontractor’s Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	_____ _____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____ _____ _____ _____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

(Copy this form and submit with your original proposal if more space is needed.)

(This form must be completed and submitted as part of the Proposal.)

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION

Project Location: _____

Project Name: _____

Contractor's Official Name: _____

Contact Person: _____ Telephone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Certification Statement:

I certify that I have read the Construction Safety and Phasing Plan (CSPP) included in the Contract Documents and if awarded this Contract, I will abide by its requirements as written.

I certify that I have read the Safety Plan Compliance Document (SPCD) included in the Contract Documents and if awarded this Contract, I will abide by its requirements as written;

I certify that I will provide the information required in the SPCD prior to the start of construction work, if awarded this Contract, and that I will provide any additional information requested by the Owner.

Printed Name of Signer

Signature

Title

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract.

DISADVANTAGED BUSINESS ENTERPRISE:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the DBE requirements of this contract. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of 10 percent has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Excerpts from 49 CFR Part 26 are included in Section 70-21.13.

As a matter of responsibility, within five (5) days after the opening of bids, all Bidders or Offerors shall submit the "Contractor's DBE Plan", and "DBE Letter of Intent Forms" from each of the DBE firms the Bidder or Offeror intends to use. If the contract goal is not met, Bidder or Offeror shall include documentation of good faith efforts with its DBE Plan.

The Contractor's DBE Plan Form and DBE Letter Of Intent Form are located in Special Provisions. The website for the Unified Certification Program directory in the state of California is: https://dot.ca.gov/hq/bep/find_certified.

CERTIFICATION OF BIDDER/OFFEROR: The undersigned Bidder or Offeror will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):

_____ The Bidder or Offeror is committed to meeting or exceeding the DBE utilization goal stated above on this contract.

_____ The Bidder or Offeror, is unable to meet the DBE utilization goal stated above. However, we are committed to a minimum of 10% DBE utilization on this contract, and will include documentation demonstrating good faith efforts.

SMALL BUSINESS PARTICIPATION:

This Contract does not have a Small Business Element (SBE) set-aside.

IRS Number: _____

Signature and Title

(This form must be completed and submitted as part of the Proposal.)

CONTRACTOR'S DBE PLAN

(Submit this form and attach a DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer.)

Airport Name: _____

Project Name: _____

County Project No: _____

Total Awarded Contract Amount: \$ _____

Name of Bidder's Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Printed name of signer: _____

Printed title of signer: _____

DBE UTILIZATION SUMMARY

	<u>DBE Contract Amount</u>	<u>DBE Value</u>	<u>Contract %</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractors	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Suppliers *	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Brokers **	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Manufacturers	\$ _____ x 1.00 =	\$ _____	_____ %
Total Proposed DBE Participation ***		\$ _____	_____ %
Established DBE Goal		\$ _____	_____ %

* Applicable only to regular dealers.

** Applicable only to the amount of fees or commissions charged for assistance in the procurement of material and supplies, or fees and transportation charges for delivery of material and supplies.

*** If the total proposed DBE participation is less than the established DBE goal, bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Affirmation:

The undersigned hereby assures that the information included herein is true and correct, and that the DBE firm(s) listed on the attached DBE Letter of Intent Forms have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this plan may be made without prior approval from the Civil Rights Staff of the Federal Aviation Administration.

By: _____
 (Signature of Bidder's representative) (Title)

(This form must be completed and submitted as part of the Proposal.)

Intentionally Left Blank

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the COUNTY OF SAN MATEO, State of California, hereinafter called the "County" and _____, hereinafter called the "Contractor,"

W I T N E S S E T H:

THAT, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

I. Services to be performed by Contractor: The Contractor will at his own proper cost and expense, do all the work and furnish all the labor, materials, equipment and utilities necessary to perform and complete in good workmanlike and substantial manner, and to the satisfaction of the Director of Public Works of the County of San Mateo, hereinafter called "Engineer," for the project

**HALF MOON BAY AIRPORT
RUNWAY PAVEMENT PRESERVATION PROJECT**

**COUNTY PROJECT NO. AH026
PROJECT FILE NO. E5076**

**FEDERAL AVIATION ADMINISTRATION (FAA)
AIP PROJECT NO. 3-06-0097-017-2021**

and all in strict accordance with the Plans, Specifications, Notice to Contractors, Special Provisions and Proposal on file in the office of the Director of Public Works, which said Plans, Specifications, Notice to Contractors, Special Provisions and Proposal are hereby specifically referred to and by such reference made a part thereto.

II. Payments: The Contractor will receive and accept and the County will pay the prices specified in the Contractor's Proposal, dated _____, 2023, on file in the office of the Director of Public Works of the County of San Mateo and by reference made a part of this Agreement, as full compensation for furnishing all labor, materials and equipment for doing all the work contemplated and embraced in this Agreement; the Contractor assumes any and all loss or damage arising out of the

nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and also assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and to the Plans, Specifications and Special Provisions and requirements of the Engineer hereunder. The Contractor shall guarantee all materials and workmanship for a minimum period of one (1) year from date of acceptance of the project by the Director of Public Works or as stated in the Plans and Specifications and Special Provisions. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the Engineer, at the expense of the Contractor.

It is distinctly understood that the estimate set forth in the Notice to Contractors is only an approximation of the amount of work to be done and the County does not expressly or by implication agree that the actual amount of work will correspond with the amount set forth therein, and payment shall be made to the Contractor as above set forth.

Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Special Provisions portion of these Contract documents.

III. Term: Time is of the essence in the Agreement, and the work to be performed hereunder shall be completed within

NINE (9) CALENDAR DAYS

from the date of commencement of the work, which commencement shall be within **TEN (10) CALENDAR DAYS** after receiving Notice to Proceed from the Engineer.

IV. Termination: This Contract is subject to termination as provided by Section 4410 and Section 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949. In the event that the Contract is terminated pursuant to said sections, compensation to the Contractor shall be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully

completed separate item or portion of the work for which there is a separate Contract price, the Contract price shall control.

V. Relationship of Parties: Contractor agrees and understands that the work/services performed under this Agreement are performed as independent contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

VI. Merger Clause: This Agreement, together with the Notice to Contractors, the Contractor's Proposal, the Plans, Specifications and Special Provisions and the Payment and Performance Bonds form the Contract, and said documents incorporated herein by reference become as fully a part of the Contract as if hereto attached or herein set forth in full. The Standard Specifications of the County of San Mateo, State of California, which, except as specifically noted in the County Contract documents and specifications, are identical with the Standard Specifications of the State of California, Department of Transportation, 2018 edition, and are on file with the County Executive Officer/Clerk of the Board of Supervisors, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

This Agreement constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

VII. Surety Bonds: The performance of this Contract is secured by a "Payment" Surety Bond in the sum of one hundred percent (100%) of the Contract bid, and a "Performance" Surety Bond in the sum of one hundred percent (100%) of the Contract bid. "Payment" and "Performance" Surety Bonds have been approved as to form by County Counsel, of which samples of same are attached as Appendix C in the Special Provisions.

VIII. Insurance: The Contractor shall not commence work under this Contract

until he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

A. Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

B. Liability Insurance

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall comply with Section 7-1.05, “Indemnification,” and Section 7-1.06, “Insurance,” of the Standard Specifications and protect him/her and any subcontractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what

are commonly known as the “X, C and U” exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, Federal Aviation Administration, and their officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, Federal Aviation Administration, and their officers, agents, servants and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, Federal Aviation Administration, and their officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

Such statements, mentioned above, shall be included on a separate endorsement to be submitted to the County with the Certificate of Insurance.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000**
- 2) Motor Vehicle Liability Insurance \$1,000,000**

C. In case of the breach of any provision of this Article, the County, at its option, may take out and maintain at the expense of the Contractor, or subcontractor, such insurance as the County may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due, or become due, to the Contractor, under this Contract.

D. Hold Harmless

The Contractor's attention is directed to Section 7-1.05, “Indemnification,” and Section 7-1.06, “Insurance,” of the Standard Specifications.

The provisions contained in Section 7-1.05, “Indemnification,” and Section 7-1.06, “Insurance,” of the Standard Specifications of the State of California, Department of Transportation, shall be applicable with the understanding that

where said provisions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, Federal Aviation Administration, and their officers, agents, servants and employees thereof connected with the work, including but not limited to the Director of Public Works, their duly authorized representatives, other appropriate department, division, official, officer or employee of the County of San Mateo, and Federal Aviation Administration.

The provisions of Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications are superseded by the following:

"To the full extent permitted by law, Contractor shall indemnify and save harmless the County, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of:

1. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
2. Damage to any property of any kind whatsoever and to whomsoever belonging, or
3. Any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or
4. Any other loss or cost resulting from the contractor's negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement."

E. Compensation

All insurance required by the paragraphs of this section shall be obtained and maintained by the Contractor at Contractor's own expense and County shall not compensate Contractor for said insurance expenses other than as they are included in the Contract prices the County pays for the various items of work.

F.

Nothing herein contained shall be construed as limiting in anyway the extent to which the Contractor may be held responsible for payments of damages resulting from his operation.

IX. Prevailing Wages: Contractor hereby agrees to pay not less than prevailing rates of wages, which are effective on the date the Notice to Contractors is issued for each craft or type of workman or mechanic needed to execute the Contract as provided for by the County for the performance of public work., and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. and Section 1810 et seq., and particularly Section 1775 and 1776(a) thereof. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

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

X. California Labor Code: The Contractor expressly covenants and agrees

to comply with all the provisions of the Labor Code of the State of California limiting the hours of labor on public works to eight (8) hours during any one calendar day, and forty (40) hours in any one calendar week, requiring the payment of not less than the prevailing wage rates, and further agrees to the forfeitures provided for in said Labor Code and as set forth in Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and all amendments thereto, in the event of a violation of any of the provisions thereof during the course of execution of this Contract.

The Contractor expressly agrees to be responsible for compliance with all the provisions of Sections 1776 and 1777.5 of the California Labor Code.

XI. Non-Discrimination and Other Requirements:

a. General Non-discrimination:

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy, childbirth or related conditions), medical condition (including cancer-related), military service, or genetic information. Contractor shall ensure full compliance with Federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

b. Equal Employment Opportunity:

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973:

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are

providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance:

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities:

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination:

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions:

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity

Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to:

- i) Termination of this Agreement;
- ii) Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) Liquidated damages of \$2,500 per violation; and/or
- iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this paragraph, the County Executive Officer shall have the authority to:

- i) Examine Contractor's employment records with respect to compliance with this paragraph;
- ii) Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Executive Officer the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its

response to the Complaint when filed.

Compliance with Equal Benefits Ordinance. With respect to the provisions of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

XII. Compliance with County Employee Jury Service Ordinance:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section 16 is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

XIII. Termination of Agreement: The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or

should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer. In the event of any of the foregoing conditions, the Engineer is authorized and directed to serve written notice upon the Contractor and his Surety of its intention to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR DAYS**, cease and terminate. In the event of any such termination, the Engineer may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefore. In such cases, the Contractor shall not be entitled to receive any further payment until the work is completed.

XIV. Compliance with Laws: The Contractor shall comply with all existing and future State and Federal and regulating laws and all ordinances and regulations of the County of San Mateo which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Controlling Law: The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

XV. Contract Assignability: Neither party to the Contract shall assign the Contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. The Contractor shall neither mortgage nor

convey title to equipment or material to be used in this work, without the written permission of the County. .

XVI. COVID-19: This Provision relates to issues associated with the Novel Coronavirus Disease 2019 (COVID-19) and shall supersede any other conflicting sections or provisions of this Contract and its attachments. The ongoing COVID-19 pandemic may impact the County's ability to proceed with this Project.

Although this Project is proceeding as an Essential Infrastructure Project as determined by the County Board of Supervisors/County Executive Officer, this determination could change in the future based on Health Orders issued by the San Mateo County Health Officer or State of California, or future determinations of the County Board of Supervisors/County Executive Officer. Should future Health Orders or the County Board of Supervisors/County Executive Officer directives preclude the Project from proceeding as scheduled, the County reserves the right to:

- Cancel the Project, terminate the Contractor's work once the Contractor has safely secured the work area, and compensate the Contractor for work completed and materials purchased prior to cancellation of the Project and labor and materials, as approved by the Engineer, required to safely secure the work area such that work can be discontinued on the Project; **or**
- The County and Contractor may reach a mutually agreeable extension for completion of the Project such that the work can resume after being halted provided it complies with all Health Orders issued by the Health Officer of the County of San Mateo or the State of California and as approved by the County Board of Supervisors/County Executive Officer.

It is the Contractor's obligation and responsibility to ensure that all work associated with this Project complies with all current Orders of the Health Officer of the County of San Mateo related to the Novel Coronavirus Disease 2019 (COVID-19). The County of San Mateo assumes no responsibility for work performed by Contractor that is not in compliance with all current Orders. The Contractor is advised to review the Orders of the Health Officer of the County of San Mateo, which can be found at the following link:

<https://www.smchealth.org/post/health-officer-statements-and-orders>

XVII. Contract Materials: The County hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the materials, unless otherwise specified, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth, and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

XVIII. Retention of Records, Right to Monitor and Audit:

- A.** CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B.** Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies and as required by the COUNTY.
- C.** CONTRACTOR agrees upon reasonable notice to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

XIX. Notices: Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below or transmitted via facsimile, if available, to the number listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Ann M. Stillman, Director of Public Works
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063-1665
Facsimile: 650-361-8220
Email: astillman@smcgov.org

In the case of Contractor, to:

(Contractor Name)
(Contractor Address)
(City, State Zip)
Facsimile:
Email:

XX. Contract Amount and Change Orders:

A. Contract Amount

The amount payable to Contractor under the terms of this agreement is _____ DOLLARS (\$_____).

B. Change Orders

The Board of Supervisors has authorized the Director of Public Works to execute change orders to modify the scope of work provided under this agreement, and to increase the County’s maximum fiscal obligation to correspond to those changes. The Board of Supervisors has directed that in the event of change orders, the County’s maximum fiscal obligation shall not exceed _____ DOLLARS (\$_____). Any payments in excess of the amount authorized by the Board of Supervisors will require additional approval of the Board of Supervisors.

XXI. Proprietary Rights and Confidentiality: The requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

XXII. Electronic Signature: Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic and Facsimile Signatures Administrative Memo (B-29). Any party to this Agreement may

revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

“County”

COUNTY OF SAN MATEO
State of California

BY: _____
**President, Board of Supervisors
County of San Mateo**

ATTEST:

Michael Callagy, County Executive Officer/
Clerk of the Board of Supervisors

“Contractor”

Name of Contractor

BY: _____
(Authorized Signature and Seal of Bidder)

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

**COUNTY SPECIAL PROVISIONS
FOR**

**HALF MOON BAY AIRPORT
RUNWAY PAVEMENT PRESERVATION PROJECT**

**COUNTY PROJECT NO. AH026
PROJECT FILE NO. E5076**

**FEDERAL AVIATION ADMINISTRATION (FAA)
AIP PROJECT NO. 3-06-0097-017-2021**

DATE: March 10, 2023

**SECTION 1.
DEFINITIONS OF TERMS TO BE USED IN THE SPECIAL PROVISIONS,
NOTICE TO CONTRACTORS, PROPOSAL, AGREEMENT OR
OTHER CONTRACT DOCUMENTS**

Except as specifically stated herein, the definitions contained in the Standard Specifications of the State of California, Department of Transportation, as set forth per Section 2-1, "Plans and Specifications," of these Special Provisions and hereafter referred to as "Standard Specifications," shall be applicable with the understanding that where said definitions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said definition shall be interpreted to refer to the County of San Mateo, the Department of Public Works, or other appropriate department, division, official, officer or employee of the County of San Mateo.

Definition 7-1.02L, "Public Contract Code," of the Standard Specifications shall not be interpreted to include the provisions of Article 7.1 of Division 2, Part 2, Chapter 1 of the Public Contract Code.

END OF SECTION

SECTION 2. BIDDING

The Bidder's attention is directed to all the provisions of Section 2, "Bidding," of the Standard Specifications and these Special Provisions. The County will accept a Bidder's Bond in the form issued by an admitted surety insurer in lieu of the sample forms provided herein in Appendix B of the Agreement. The County will not be responsible for any oral interpretations to Bidders with respect to any of the work embraced herein.

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

All proposals must be made upon the blank form contained herein.

2-1. Plans and Specifications

Subject to the exceptions stated herein, the work embraced herein shall be done in accordance with the Standard Plans and Specifications as adopted by the County of San Mateo insofar as the same may apply, and in accordance with the following Special Provisions.

As set forth in **Resolution No. 077277** of the Board of Supervisors of the County of San Mateo, adopted **February 11, 2020**, which approved the **2018** Standard Plans and Standard Specifications, of the State of California, Department of Transportation as the Standard Plans and Standard Specifications

of the County of San Mateo, State of California.

In the event that a discrepancy arises between the project Plans, these Special Provisions, the Standard Plans and the Standard Specifications, governing ranking of Contract parts in descending order is:

1. FAA General Provisions and Technical Specifications
2. County Special Provisions
3. Project Plans
4. Caltrans Revised Standard Specifications
5. Caltrans Standard Specifications
6. Caltrans Revised Standard Plans
7. Caltrans Standard Plans
8. Supplemental Project Information

Should an error or conflict appear in the Contract Documents, or a conflict with the documents and actual conditions, the Contractor shall notify the Engineer at once, and the Engineer will issue instructions. If the Contractor proceeds with the work without such instructions, he shall make good any resulting unacceptable work or consequences.

Whenever the documents could be construed to be ambiguous or conflicting, the Contractor is deemed to have included the cost of the more expensive material, method, or requirement in the Contract Amount.

Figure dimensions shall govern over scaling and large-scale details shall govern over small scale details.

2-1.01. Federal Lobbying Restrictions

Title 31, Subtitle II, Chapter 13, Subchapter III, Section 1352, of the United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02. Disadvantaged Business Enterprise (DBE)

The bidder's attention is directed to the provisions in Sections 2-1.12 and 5-1.13B, "Disadvantaged Business Enterprises," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning DBEs.

This contract is subject to Title 49 CFR 26.13(b):

“The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.”

Each subcontract signed by the bidder must include this assurance.

Contractor shall take necessary and reasonable steps to ensure that DBEs have the opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the County specifies a goal for DBEs.

Contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Contractor shall meet the DBE goal or demonstrate that he/she made adequate good faith efforts to meet this goal. The DBE goal, as shown on the Notice to Contractors, is ten percent (10%).

It is Contractor's responsibility to verify that the DBE firm is certified as a DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

<https://dot.ca.gov/programs/civil-rights/dbe-search>

and choose the "Access the DBE Query Form" link.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. One hundred percent (100%) counts if the materials or supplies are obtained from a DBE manufacturer.
2. Sixty percent (60%) counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55(e)(1)(i) and 49 CFR 26.55 (e)(2)(ii), respectively, defines "manufacturer" and "regular dealer."

Contractor receives credit towards the goal if he/she employs a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

DBE Commitment Submittal

The Contractor is advised of the following:

- a. **Contractor shall submit DBE information on the "Contractor's DBE Plan" form included in the Proposal section of this document. Said form shall be submitted, by each bidder, within**

five (5) calendar days from bid opening.

- b. Written confirmation from each DBE stating that it is participating in the contract shall be submitted. Include confirmation with the DBE Letter of Intent Form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.
- c. If Contractor does not submit the DBE Letter of Intent Form and written confirmation from each DBE within five (5) calendar days from bid opening, the County will find said Contractor's bid to be non-responsive and it will be disqualified.

Good Faith Efforts Submittal

Regardless of whether or not the Contractor has met the DBE goal, the Contractor shall complete and submit the "Disadvantaged Business Enterprise Statement" form with the bid showing that an adequate good faith effort was made to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. **Good faith efforts documentation must be submitted within five (5) calendar days from bid opening.**

Regardless if Contractor's DBE Plan shows that the DBE goal has or has not been met, Contractor is still required to submit good faith efforts documentation to protect eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

Contractor's good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work Contractor has made available to DBE firms. Contractor shall identify those items of work he/she might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, Contractor shall show the dollar value and percentage of the total contract. It is the Contractor's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting

documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation.

Contractor is reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which Contractor requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If Contractor has provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Contractor shall provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime Contractor or its affiliate. If such assistance is provided by Contractor, identify the name of the DBE assisted, nature of the assistance offered, and date. Contractor shall provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts. The County may consider DBE commitments of the 2nd and 3rd responsible bidders when determining whether the low bidder made adequate good faith efforts to meet the DBE goal.

END OF SECTION

SECTION 3. CONTRACT AWARD AND EXECUTION

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

However, the following supersedes the second paragraph in Section 3-1.04, "Contract Award," of the Standard Specifications:

"The award of contract, if awarded, will be made to the lowest responsible bidder within **ONE HUNDRED TWENTY (120) DAYS** after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the County may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the County may award the contract to the third responsible bidder. The period of time after that specified above within which the award of the contract may be made shall be subject to extension for such further period as may be agreed upon, in writing, between the County and the bidder concerned."

Bidders who wish to lodge a protest for consideration as to the bidding process or the award of a contract to the lowest responsible bidder must do so as follows:

- (1) Protests based upon alleged improprieties in a solicitation, which are apparent prior to bid opening, shall be filed **two (2) business days** prior to bid opening.
- (2) Protests other than those covered by paragraph 1, above, shall be filed no later than **ten (10) calendar days** after the bid opening.
- (3) All protests shall be delivered to:

Director of Public Works
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063

Untimely protests, which do not meet the deadline requirements specified above, will not be accepted or considered.

Bid protests must be submitted in writing to the addressee and address listed above. Bid protests must at a minimum include the following:

- Project Name
- Project File Number
- A complete statement describing the basis for the bid protest, which includes

- a detailed statement of all legal and factual grounds for the protest
- Documentation supporting the protestor's grounds for the protest
- The type of relief requested and the legal basis for such relief

If a valid protest is filed timely, the Department will investigate the bid protest. The protested bidder shall have **three (3) business days** to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting party, stating its findings. The Department Director shall make a recommendation to the San Mateo County Board of Supervisors regarding the bid protest.

Bid protests are to be delivered to the following address: 555 County Center, 5th Floor Redwood City, CA 94063.

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the County so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: 555 County Center, 5th Floor Redwood City, CA 94063.

Paragraph 1 of Section 3-1.02, "Contract Bonds," of the Standard Specifications is amended to read:

"The Contractor shall provide, at the time of the execution of the Agreement or Contract for work, at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for work, and at his own expense, a separate surety bond in the amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing and furnishing materials in connection with said agreement. Sureties on each of said bonds shall be satisfactory to County Counsel."

"Reference is made to **Appendix B** of these Special Provisions for a sample of both a "Payment Bond" and "Performance Bond" that have been approved as to form by County Counsel."

A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The Contractor shall provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

END OF SECTION

**SECTION 4.
DESCRIPTION OF WORK**

The work to be done consists, in general, consists of removal of existing markings on Runway 12-30, followed by filling of existing cracks and seal coating the entire surface of the runway. After crack filling and seal coating, temporary pavement markings will be placed and final pavement markings will be placed after 30 day cure time per the most up to date FAA Advisory Circular, as well as any other items and details not mentioned above, but required by the Project Plans, Standard Specifications and these Special Provisions, and the directions of the Engineer.

END OF SECTION

SECTION 5. CONTROL OF WORK

Attention is directed to the provisions of Section 5, "Control of Work," of the Standard Specifications, except as herein provided, and to Section 2-1, "Plans and Specifications," of these Special Provisions.

5-1. Differing Site Conditions

This section shall be used in lieu of Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," of the Standard Specifications. Section 4-1.06 of the Standard Specifications shall not apply.

Contractor's Notification

Contractor shall promptly notify the Engineer if either of the following conditions are found:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract.

Contractor shall include details explaining the information relied on and the material differences discovered.

If Contractor fails to notify the Engineer promptly, the differing site condition claim is waived, for the period between discovery of the differing site condition and notification to the Engineer.

If Contractor disturbs the site after discovery and before the Engineer's investigation, Contractor waives the differing site condition claim.

Engineer's Investigation and Decision

Upon Contractor's notification, Engineer shall investigate job site conditions and:

1. Notify Contractor whether to resume affected work
2. Decide whether the condition differs materially and is cause for an adjustment of time, payment, or both

Contractor may protest the Engineer's decision.

5-2. Repair of Equipment

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment or tools used in or upon the work shall be considered a part of the work to be performed under the contract and any laborers, workers or mechanics working on the machinery, equipment or tools, unless employed by bona fide commercial repair shops, garages, blacksmith shops or machine shops, which have been established and operating on a commercial basis for a period of at least 2 months prior to the award of the contract, shall be subject to all the requirements relating to labor set forth in these specifications and in the special provisions.

5-3. Cooperation

Attention is directed to Sections 5-1.20, "Coordination with Other Entities," and 5-1.36, "Property and Facility Preservation," of the Standard Specifications, and to these Special Provisions. The utility companies may be rearranging their facilities within the project area and it is expected that they will cooperate with the Contractor to the end that the work may be handled in an efficient manner.

The Contractor shall contact USA North811 (USA) service alert a minimum of forty-eight (48) hours in advance of any excavation or trenching work. USA may be contacted either on-line at usanorth811.org or by phone by dialing (800) 642-2444 or 811.

5-4. Permits and Licenses

Attention is directed to Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

The Contractor shall have at least two employees trained in confined space entry regulations CAL/OSHA Confined Space Regulations, Title 8 CCR GISO 5156, 5157, and 5158 at the site whenever there are open trenches or underground work going on. It is understood that all fall protection, retrieval and atmospheric monitoring equipment shall be furnished and maintained by the Contractor at the Contractor's expense. This shall include but not be limited to cost associated with compliance with Confined Space Entry Regulations shall be at the expense of the Contractor.

5-5. Project Appearance

The Contractor shall maintain a neat appearance to the work. Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the unit prices paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-6. Preservation of Property

The Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications.

5-7. Air Pollution Control

Air pollution control shall conform to the provisions of Section 14-9.02, "Air Pollution Control," of the Standard Specifications.

5-8. Obstructions

Attention is directed to the provisions in Sections 5-1.36C, "Nonhighway Facilities," 15, "Existing Facilities," and 51-1.03E(9), "Utility Facilities," of the Standard Specifications.

5-9. Sound Control

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications.

5-10. Public Convenience

Public Convenience shall conform to the provisions in Section 7-1.03, "Public Convenience," of the Standard Specifications and to these Special Provisions.

5-11. Disposal of Material Outside the Highway Right of Way

Disposal of Material Outside the Highway Right Of Way shall conform to the provisions of Sections 5-1.20B(4), "Contractor-Property Owner Agreement," and 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications, and Section 14, "Construction Waste Management," of these Special Provisions. The Contractor's attention is further directed to Appendix "A", "Construction Waste Management Plan," of these Special Provisions.

5-12. Not Used.

5-13. Subcontracting

Attention is directed to the provisions in Section 7-0.20, "Subcontracting,"

of these Special Provisions and Section 5-1.13, "Subcontracting," of the Standard Specifications.

The Contractors engaged in Federal-aid projects shall physically incorporate provisions contained in Federal Form FHWA-1273 in all subcontracts, lower tier contracts, and purchase orders. Copies of subcontracts shall be available to the Engineer upon written request as stated in Section 5-1.13, "Subcontracting," of the Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 6. CONTROL OF MATERIALS

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

The Contractor shall furnish all materials required to complete the work under this Contract.

The County uses a Quality Assurance Plan (QAP) to provide assurance that the materials incorporated into construction projects are in conformance with the contract specifications. Contractor may examine records and reports of tests performed by the County if they are available on the job site. Contractor shall schedule work to allow time for the testing requirements in the QAP.

The Contractor is advised that this project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991. The Contractor's attention is directed to Section 7-0.15, "Buy America Requirements," of these Special Provisions.

The Contractor shall furnish steel and iron materials to be incorporated into the work that are produced in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)]

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, material produced outside the United States may be used

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

For steel and iron materials to be incorporated into the work, Contractor shall submit a Certificate of Compliance under Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications that certifies all production processes occurred in the

United States except for the above exceptions.

6-1. Certificates of Compliance

Certificates of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications shall be furnished for all manufactured products, unless otherwise waived by the Engineer.

6-2. Materials Testing

Whenever the specifications require compliance with specified values for the following applicable properties, tests will be made as indicated:

Material To Be Tested	Property Being Tested	Acceptable Test Method(s)	Description
Aggregate Base	Relative Compaction	CT 231 or ASTM D6938	Determines field densities using a nuclear gage.
Asphalt Concrete	Relative Compaction	CT 375 or ASTM D2950	Determines field densities using a nuclear gage.

Any costs to the County for testing layers which fail the compaction requirements may be deducted from any progress payment due to the Contractor when, in the opinion of the Engineer, such failure results from the Contractor's lack of diligence in pursuing compaction effort. In the event that a test fails, any testing after the first shall be at the Contractor's expense.

See FAA General Contract Provisions, Section 60 (Control of Materials) for additional materials testing requirements.

END OF SECTION

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

Attention is directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications, these Special Provisions, and to the provisions of paragraph VIII, "Insurance," of the Agreement (AG) portion of the Contract Documents for insurance requirements and the provisions related to Novel Coronavirus Disease 2019 (COVID-19) in the Proposal (PR) and Sections XV, "COVID-19" and XII, "Electronic Signature," of the Agreement (AG) portions of the Contract Documents.

7-0.10. Federal Forms, Posters and Data Required of Contractor During Construction

The Contractor is advised that there are Federal posters required to be posted at the job site and forms required to be submitted during construction. Reference is made to the "Federal Requirements for Federal-Aid Construction Projects" section of these Special Provisions for a listing of the most-commonly required forms.

The Contractor is further advised that, should Contractor fail to post the required posters at the job site or provide the Federal forms in a timely manner without due cause, as determined by the Engineer, the Engineer shall have the option, at his discretion, to either withhold the progress payment or issue a stop work order until such forms have been submitted to the Engineer.

7-0.11. Required Listing of Proposed Subcontractors

All proposed subcontractors shall be listed by the Contractor in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications.

Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposed to subcontract portions of the work in an amount in excess of one-half of one percent (0.5%) of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractor after the opening of the proposals via completion and submittal of the DBE forms included in the Contract documents.

7-0.12. Submission of DBE Information, Award, and Execution of Contract

The bidder's attention is directed to the provisions in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," and Section 3, "Contract Award and Execution," of these Special Provisions for the requirements and conditions concerning submittal of DBE information, and award and execution of contract.

It is the bidder's responsibility to meet the goal for DBE participation or to provide information to establish that the bidder made good faith efforts to do so.

7-0.13. Labor Nondiscrimination

The Contractor is advised that the State Standard Specifications shall apply if and where any conflicts between Section 2-1.02 "Disadvantaged Business Enterprise (DBE)," this Section 7-0.13, "Labor Nondiscrimination," and Section 7-1, "Equal Employment Program for Minority Employment," of these Special Provisions and the State Standard Specifications exist.

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations:

**NOTICE OF REQUIREMENT FOR
NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2)), "Nondiscrimination," of the Standard Specifications, which is applicable to all non-exempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

7-0.14. Prevailing Wage

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

In accordance with the provisions of Section 1770 of the Labor Code, the Board of Supervisors of the County of San Mateo has ascertained the prevailing rate of wages applicable to the work to be done, which prevailing wage rates have been established as indicated in the Notice to Contractors and are incorporated herein by reference.

7-0.15. Buy America Requirements

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

7-0.16. Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials

which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07C, "Payment Adjustments," of the Standard Specifications.

7-0.17. Subcontractor and DBE Records

The Contractor shall use each DBE subcontractor as listed on the Contractor's DBE Plan and DBE Letter of Intent Forms, included in the Contract document, unless an authorization is received for substitution.

The County requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation.
2. Provide this notification before starting the affected work.

The Contractor shall maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

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

Prior to the fifteenth of each month, the Contractor shall submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify the Contractor in writing of the decertification date and the Contractor must

immediately notify the County in writing of the DBE's decertification date. If a business becomes a certified DBE before completing its work, the business must notify the Contractor and the County in writing of the certification date and submit the notifications to the County. On work completion, Contractor shall complete a Subcontractor's Prompt Payment Certification. Contractor shall submit the form to the County within 30 days of contract acceptance.

Upon work completion (i.e. completion of the contract bid items), a summary of these records shall be prepared on the Monthly Payment Report, and certified correct by the Contractor or Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld by the County from payment to the Contractor until a satisfactory form is submitted by the Contractor. The County will release the \$10,000 withheld upon submission of a satisfactorily completed form by the Contractor.

7-0.18. DBE Certification Status

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

7-0.19. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Contractor's DBE Plan and DBE Letter of Intent Forms to be submitted within five (5) calendar days from bid opening and as specified under Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these Special Provisions. The Contractor SHALL NOT terminate or substitute a DBE listed for convenience and perform the work with his/her own forces or obtain materials from other sources without prior

written authorization from the County.

The County authorizes a request to use other forces or sources of materials if the Contractor shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. Contractor stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Contractor's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. County determines other documented good cause.

Contractor shall notify the original DBE of its intent to use other forces or material sources and provide the reasons. Contractor shall provide the DBE with 5 days to respond to its notice and advise the Contractor and the County of the reasons why the use of other forces or sources of materials should not occur.

The Contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from the Contractor to the DBE regarding the request
3. Notices from the DBEs to the Contractor regarding the request

If a listed DBE is terminated, or substituted Contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute

DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the County authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the County does not pay for work listed on the Contractor's DBE Plan and DBE Letter of Intent Forms, included in the Contract documents, unless it is performed or supplied by the listed DBE or an authorized substitute.

7-0.20. Subcontracting

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

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

The provisions in the third paragraph of Section 5-1.13, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications and these Special Provisions. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on

a public works project. The contractor shall not use a debarred contractor. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

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

Each subcontract and any lower tier subcontract that may in turn be made shall include "Exhibit 12-G Required Federal-Aid Contract Language" of Caltrans' most current Local Assistance Procedure Manual. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

7-0.21. Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause as determined by the County and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

The Contractor's attention is directed to Section 9-2, "Payments to Contractor," of these Special Provisions for the provisions applicable to payments to be made to the prime contractor.

7-0.22. Prompt Payment of Funds Withheld to Subcontractors

Section 9-1.16, "Progress Payments," of the Standard Specifications shall not apply.

The County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the

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

The Contractor's attention is directed to Section 9-3, "Payments Withheld from Contractor," of these Special Provisions for the provisions applicable to payments that may be withheld from the prime contractor.

7-0.23. Partnering

The County will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the County and the Contractor. The Contractor shall pay all

compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The County's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

7-0.24. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7-1. Equal Employment Opportunity Program for Minority Employment

It is the intent of the Board of Supervisors of the County of San Mateo to prohibit and eliminate employment discrimination and to further the opportunities for minority persons to be gainfully employed in the performance of County construction contracts. Award of a contract to a low bidder will not be made until such bidder has complied with the provisions of Section 2.50.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code and with these guidelines.

7-1.1. Definitions

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: An Equal Employment Opportunity Program (EEOP) is a set of specific and result oriented procedures to which a Contractor commits himself in order to achieve equal

employment opportunity.

COMPLIANCE OFFICER: The Compliance Officer (CO) means the County official designated by the County Executive Officer to represent him in the administration of these guidelines and in the enforcement of the provisions of Sections 2.50.040 and 2.50.050 of Title 2, Chapter 2.50.

7-1.2. Certifications of Compliance and Intent

Every bidder will submit with his bid, as required by Section 2.50.050 of Title 2, Chapter 2.50, a Certification of Compliance with the laws prohibiting discrimination and a Certification of Intent to implement an equal employment opportunity program on the form furnished in the Proposal section of these Specifications.

7-1.3. Equal Employment Opportunity Program

In addition to furnishing the Certifications of Compliance and Intent, each bidder will submit his equal employment opportunity program with his bid proposal. The EEOP shall contain the following information:

- A. Analysis of current work force
 - (1) Total number of employees;
 - (2) Numerical racial breakdown of employees by job classification;
 - (3) Information on apprentices.

These figures will provide the base by which the low bidder's EEOP will be evaluated. Factors to be considered both in the original statistics and in any plans for future employment will include the percentage of minority population in San Mateo County, the availability of minority construction workers and the present minority representation in the various construction trades.

- B. The affirmative actions the bidder has taken and will take to ensure equal employment opportunity. These shall include:
 - (1) Recruiting and hiring minority persons. If non-union personnel are employed, this would involve employment advertising through sources serving the minority population. These include local minority newspapers, referral agencies, high schools, vocational schools and community groups. Specific information on these sources may be obtained from the Compliance Officer. Union

employees will be recruited in accordance with applicable labor agreements. The bidder will seek to have included or will reaffirm clauses in all labor agreements prohibiting discrimination based on race, religion, color, national origin, age, disability, ancestry, sexual orientation, or sex. It is also suggested that bidders assist in admitting minority workers who are over the traditional apprenticeship entry age to the various craft training programs.

- (2) Providing adequate opportunity for the upgrading or further training of all employees to insure equal opportunity in advancement and promotion. This might include a counseling service, information and assistance with night classes, or special career-directed program information.
- (3) Appointing an Equal Employment Opportunity Coordinator, full time or as an additional duty. This person will have the responsibility of administering an active program, informing company personnel and union representatives of company policy, and advising all subcontractors of their obligation to this program.
- (4) Establishing or maintaining an apprenticeship/training program designed to ensure hiring of additional minority employees in the journeyman and skilled classes. Each bidder is urged to support or develop and implement an Apprenticeship Program for his trade.
- (5) Selecting minority subcontractors or subcontractors who are known for their ongoing programs of apprenticeship for minorities. This includes advising minority Contractor associations of opportunities for subcontracts. Joint ventures with minority sub-contractors are encouraged.

- C. The EEOP should state any previous experience the bidder has had with similar plans and the results of that effort. Current affirmative action plans should be described in detail.

7-1.4. Equal Employment Opportunity Program Evaluation

- A. The Compliance Officer (**CO**) will review the EEOP submitted by the low bidder in order to determine whether the program submitted complies with the provisions of Section 2.50.040 of Title 2, Chapter 2.50,

as amended, of the San Mateo County Ordinance Code, and these guidelines. If deficiencies are indicated, CO may request additional information from the bidder or suggest appropriate remedies. The CO will be available to answer questions relative to the guidelines and to advise those seeking assistance of other sources. CO will not be responsible for the service or lack of service rendered by the consultant recommended, nor will the CO develop an EEOP or serve as a recruiter for any bidder.

The low bidder may withdraw his EEOP for revision after consultation with the CO; however, the revised program must be resubmitted by a date not later than fifteen (15) calendar days after the opening of bids.

- B. All subcontractors listed in the low bidder's proposal shall be required to file completed Certificates of Compliance and Intent and their EEOP with the Bidder for submission to the County. The EEOP of each subcontractor will be evaluated by criteria established for the low bidder's EEOP.
- C. The CO, upon conclusion of the EEOP review, will report his findings and recommendation to the Director of Public Works. The CO will keep acceptable EEOP's on file for six (6) months. During this time period, if the bidder or subcontractors bid for other County contracts, they may refer to the EEOP on file and state any changes, but will not be required, unless specifically requested, to re-file their program.

7-1.5. Inclusion of EEOP and Certificates

Upon award of the Contract by the Board of Supervisors, the EEOP and certifications for the bidder and all subcontractors, which have been approved and accepted by the County, will become an integral part of the Contract and subject to the provisions thereof.

7-1.6. Compliance of Contractor

- A. The Contractor will post, in conspicuous places available to employees and applicants for employment, notices, provided by the County, stating that the Contractor is obliged to comply with the provisions of these guidelines and the provisions of Section 2.050.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code.

These notices will also be sent to all unions, employee organizations and other recruiting sources providing employees to the Contractor.

- B. All announcements of job openings will include the statement, "An Equal Opportunity Employer."
- C. The Contractor will make written progress reports on a form provided by the County to illustrate the effectiveness of his EEOP at intervals established by the County.
- D. The **CO** will monitor the Contractor's EEOP until completion of the Contract and will report non-compliance of the Contractor in adhering to his EEOP to the Director of Public Works.
- E. The Contractor will permit, during Contractor's normal business hours and at Contractor's place of business, access by the County to his records of employment, employment advertisements, application forms and other data and records pertaining to Contractor's employment practices, for the purpose of determining whether Contractor is complying with the non-discrimination and equal employment opportunity rules of the County.

7-1.7. Compliance of Subcontractor

All subcontractors listed by the bidder are subject to all the provisions of these guidelines and the provisions of Section 2.050.040 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code.

7-1.8. Penalties for Non-Compliance

The penalties for non-compliance are listed in Title 2, Chapter 2.50, Section 2.50.050, which states:

- a. "Every public works contract shall provide that a contractor who, within the time specified in the contract, does not submit an equal employment plan and make the certifications required in this chapter shall be in breach of the contract."
- b. "If, after an award is made, the contractor is found by the County or by a Federal or State agency empowered to make such findings to be in substantial or material violation of the Fair Employment Practices Act of the State of California, the Equal Employment Opportunity Requirement of Executive Order 11246, title VII of the Civil Rights Act of 1964, or of the provisions of this chapter or of the Board-established guidelines implementing them, he may be found to be in material breach of contract, and the County shall have the power to cancel the

contract in whole or in part, or alternatively, to deduct for each working day during which the contractor is found to have been in such non-compliance, two percent (2%) of the total amount payable to the contractor.”

7-1.9. Waiver of Compliance

In the event that any of the requirements of Sections 2.050.040 and 2.050.050 of Title 2, Chapter 2.50, as amended, of the San Mateo County Ordinance Code, are found to result in an undue hardship upon a low bidder, bidder may submit evidence of hardship and a petition for waiver of such requirements to the Director of Public Works for recommendation to the Board of Supervisors. Such a waiver may only be granted by the Board and, if approved, shall become an integral part of the contract.

7-1.10 Employee Benefits

All Contractors with contracts with the County of \$5,000 or more shall comply with the provisions of Title 2, Chapter 2.84, as amended, of the San Mateo County Ordinance Code with respect to the provisions on employee benefits. As set forth in the ordinance, such contractors are prohibited from discriminating in the provisions of employee benefits between an employee with a domestic partner and an employee with a spouse. A copy of the Ordinance and Compliance form is attached to the Proposal Section of these Specifications.

In the event it is determined, by the County, that any portion of the County Ordinance Code regarding employee benefits conflict with Federal or State regulations, the Federal or State regulations shall take precedence over the County Ordinance Code.

7-1.11 Non-Discrimination

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with Federal, State and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be

considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this paragraph, the County Executive Officer shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Executive Officer the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

In the event it is determined, by the County, that any portion of these requirements regarding non-discrimination conflict with Federal or State regulations, the Federal or State regulations shall take precedence over County requirements.

7-2. Prevailing Wages

The Contractor's attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications and the Federal Requirements section of these Special Provisions.

The Contractor's attention is further directed to the following requirements of State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

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

7-2.1. Payroll Records

Reference is made to Section 7-1.02K(3), "Certified Payroll Records (Labor Code § 1776)," of the Standard Specifications. In particular, the Contractor's attention is directed 'to the last paragraph, which is amended to read:

"If by the 7th working day after the 25th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 25th of that month, the Department may withhold an amount equal to ten percent (10%) of the estimated value of the work performed (exclusive of Mobilization) from that month's estimate, except that this withholding shall not exceed \$10,000 nor be less than \$1,000. Withholdings for failure to submit satisfactory payrolls shall be additional to all other withholdings or retentions provided for in the contract. The withholding for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the withholding was made are submitted."

The Contractor is advised that Contractor shall submit either Contractor's Daily Dispatch Report at the start of each working day OR a Daily Personnel and Equipment Log (included as Appendix C of

these Special Provisions) to the Engineer by the start of the first working day subsequent to the performance of the work, or Contractor may incur task-specific liquidated damages in the amount of \$500 per calendar day for every day hence until submittal is made.

The Contractor is further advised that, pursuant to State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015, all contractors and subcontractors working on a contract for public work on a public works project must furnish electronic certified payroll records to the Labor Commissioner.

7-2.2. Contractor Employee Jury Service

All Contractors with contracts with the County of \$100,000 or more shall comply with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code, with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. A copy of the Ordinance and a Compliance Form is attached to the Proposal Section of these Specifications.

Award of a Contract to a low bidder will not be made until such bidder has certified compliance with the provisions of Title 2, Chapter 2.85, as amended, of the San Mateo County Ordinance Code.

7-3. Highway Construction Equipment

Attention is directed to Section 7-1.02O, "Vehicle Code," of the Standard Specifications and these Special Provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the County has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the

protection of the public from injury and damage from such equipment.

7-4. Public Safety

Public Safety shall conform to the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and to these Special Provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

7-5. Trench Safety

Trench Safety shall conform to the provisions in Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

END OF SECTION

**SECTION 8.
PROGRESS OF WORK AND TIME OF COMPLETION**

Attention is directed to the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications, except as herein provided.

8-1. Time of Completion

The Contractor shall begin work within **TEN (10) CALENDAR DAYS** after receiving Notice to Proceed from the Department of Public Works, and shall diligently prosecute the same to completion before the expiration of

NINE (9) CALENDAR DAYS

from the date of said beginning, as described above.

The Contractor is advised that punch list items are required to be completed before the expiration of the working days stated above.

The Contractor may request, in writing, for an extension of working days, which request shall state the reason for said request and the number of additional working days. The Engineer will consider said request and respond, in writing, stating either the number of additional working days approved or the reason for denying the request.

8-2. Liquidated Damages

Attention is directed to Sections 8-1.04, "Start of Job Site Activities," 8-1.05, "Time," and 8-1.10, "Liquidated Damages," of the Standard Specifications. The Contractor shall pay to the County of San Mateo the sum of Two Thousand Dollars (\$2,000.00) per calendar day for every calendar day delay over and above the number of calendar days prescribed above for finishing the work.

8-3. Progress Schedule

The Contractor is advised that an initial/baseline project schedule and subsequent schedule updates is required for the work included under this Contract, and such schedules shall be in accordance with these Special Provisions.

The provisions of Section 8-1.02, "Schedule," of the Standard Specifications are superseded by the following:

"The Contractor shall submit a baseline project schedule to the Engineer within **five (5) working days** after receipt of the

Notice to Proceed from the Department of Public Works. This baseline schedule and any subsequent schedule updates shall show:

- (1) Completion of all work within the specified contract time;
- (2) The proposed order of work; and
- (3) Projected starting and completion times for major phases of the work, for the total project, including dates for ordering materials and for substantial completion of the project. Reference is made to Section 8-1, "Time of Completion," of these Special Provisions."

The Contractor is advised that:

- (1) Contractor shall notify the Engineer a minimum of twenty-four (24) hours prior to cancellation of any scheduled work. Should the Contractor fail to provide such notice, the cost for any travel time and mileage incurred by the Engineer will be deducted from the total amount due to the Contractor.**
- (2) When requested, Contractor shall submit subsequent schedule updates within five (5) calendar days after receipt of written request from the Engineer. Failure to provide such subsequent schedule updates may be sufficient enough cause for the Engineer to issue a "Stop Notice," and work may not be allowed to proceed until such subsequent schedule update has been submitted and approved.**

The schedule shall be developed by a critical path method. The baseline progress schedule shall have as many activities as necessary, and as approved by the Engineer, to be sufficient to assure adequate planning of the project, and to permit monitoring and evaluation of progress and the analysis of time impacts. The Contractor shall provide sufficient material, equipment, and labor to meet the completion times in this schedule.

The baseline project schedule submitted shall meet in all respects the time and order of work requirement of the contract. If the Contractor fails to define any element of work, activity or logic, and the error is discovered by either party, it shall be corrected by the Contractor at the next scheduled monthly update or revision.

The Engineer shall have **five (5) working days** to review and accept,

reject or return a submitted schedule for revision. The Contractor shall not commence project work until after receipt of written approval of the preliminary project schedule from the Engineer.

The Contractor shall submit a revised progress schedule within **five (5) working days** when requested by the Engineer, or when there is significant change in the Contractor's operations that will affect the work schedule.

During the period of the Contract, on or before the first calendar day of each month, the Contractor shall submit to the Engineer a complete, updated progress schedule. Said updated schedules shall provide a complete analysis of work previously completed and work yet to be performed, including a status update of each salient component that is delayed or not on schedule, the impact such delays will have on each of the remaining salient features of the work (with revised completion dates), and a revised completion date for all of the project work. Updated schedules shall incorporate all current schedule information, actual progress, approved adjustments of time and proposed changes in sequence and logic.

The Engineer may require the Contractor to also submit, on a weekly basis, a schedule of work for the following workweek. The Engineer will determine the dates for submittal of weekly schedules.

If the Contractor or the Engineer considers that an approved or anticipated change will impact the contract progress, a schedule analysis and revised schedule supporting the proposed adjustment of time shall be submitted to the Engineer for review and approval.

If the Engineer deems that the baseline progress schedule, any necessary progress schedules and/or required supplemental schedules do not provide the information required in the Section and/or is unacceptable in size, appearance, neatness and legibility, progress payments will be withheld by the Engineer until a schedule containing the required information and/or with improved appearance has been submitted by the Contractor and approved in writing by the Engineer.

The Engineer's written approval of any schedule shall not transfer any of the Contractor's responsibilities to the Engineer. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the contract. Full

compensation for conforming to all of the provisions of this Section, "Progress Schedule," shall be considered as included in the unit prices paid for the various Contract items of the work, and no additional compensation will be allowed therefore.

Full compensation for conforming to the requirements of this Section shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 9. MEASUREMENT AND PAYMENT

9-1. Force Account Work

Attention is directed to the provisions of Section 9-1.04, "Force Account," of the Standard Specifications and these Special Provisions.

The first sentence of bullet item 2 under Section 9-1.04B, "Labor," of the Standard Specifications is amended to read:

"Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* and *General Prevailing Wage Rates* current during the work paid at force account for:"

With respect to extra work, the Bidder's attention is directed to the provisions of Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. No extra work or change shall be made, unless pursuant to a written contract change order from the Engineer. No claim for an addition to the Contract sum shall be valid unless so ordered.

9-2. Payments to Contractor

Payments shall be made according to the provisions of Section 9, "Payment," of the Standard Specifications and these Special Provisions. Attention is directed to Section 9-1.16, "Progress Payments," regarding progress or partial payments, and to Section 9-1.17, "Payment After Contract Acceptance," regarding final estimates and payments.

Section 9-1.16E(2), "Progress Withholds," of the Standard Specifications is superseded by the following:

The County of San Mateo shall retain five percent (5%) of such estimated value of the work done, and five percent (5%) of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor. In no event shall the County of San Mateo withhold less than five percent (5%) of the total Contract price until final completion and acceptance of the project.

The Contractor may, upon request and at the Contractor's own expense, substitute security for any money withheld to ensure performance of the Contract in accordance with Government Code Section 4590.

The filing of a Notice of Completion for the work herein provided shall not

constitute an acceptance by the County of latent defects in said work.

The Contractor's attention is directed to Section 7-0.21, "Prompt Progress Payment to Subcontractors," of these Special Provisions for the provisions applicable to payments to be made by a prime contractor or subcontractor to any subcontractor.

9-3. Payments Withheld from Contractor

The County may withhold sufficient monies from any sum otherwise due the Contractor, pursuant to this Agreement, to protect the County against loss on account of:

- A. Repair or replacement of street pavement or base, and/or culverts or other structures, on or near the work, damaged by reason of the Contractor's operations due to hauling materials or moving heavy equipment.
- B. Defective work not corrected.
- C. Claims filed or reasonable evidence indicating probable filing of claims.
- D. Failure of the Contractor to make payments properly to the subcontractors for material or labor.
- E. Reasonable doubt that the Contract can be completed for the balance then unpaid.
- F. Damage to another Contractor.
- G. Failure of the Contractor to provide water pollution control.
- H. Failure of the Contractor to submit satisfactory as-built drawings.

Payment of the amounts withheld shall be made upon the determination by the County that the withholding of such amounts is no longer necessary.

The Contractor's attention is directed to Section 7-0.22, "Prompt Payment of Funds Withheld to Subcontractors," of these Special Provisions for the provisions applicable to the return, by a prime contractor or subcontractor, of all monies withheld in retention from any subcontractor.

9-4. Stop Notices

Section 9-1.16E(4), "Stop Notice Withholds," of the Standard Specifications is superseded by the following:

"The County of San Mateo, by and through the Department of Public Works or other appropriate County office or officers, may at its option and at any time retain any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 9000 et seq. of the

Civil Code.”

9-5. Construction Claims

Each Bidder is hereby notified of Section 9204 and Section 20104 et seq. of the Public Contract Code as those Sections (attached hereto as Appendix D) relate to the resolution of construction claims and to Section 3186 of the Civil Code, as amended January 1, 1999 with regard to stop notices and public entity's rights to retain monies in order to provide for that entity's reasonable cost of litigation. The Bidder is further notified that all provisions of Section 9204 and Section 20104 et seq. of the Public Contract Code and Section 3186 of the Civil Code, as outlined above, shall be considered as incorporated into and become an integral part of these Specifications.

END OF SECTION

**SECTION 13.
WATER POLLUTION CONTROL**

The provisions of Section 13, “Water Pollution,” of the Standard Specifications are superseded by these Special Provisions and the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP). Information regarding this program is available at **www.flowstobay.org**.

The Contractor is advised that failure to fully comply with the provisions of this Section, and all requirements listed in the California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit Order No. R2-2015-0049 (MRP), and where applicable, the State Water Resources Control Board NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2010-0014-DWQ (Construction General Permit), and any resource agency permits obtained for the project, where applicable, except where amended in writing and signed by the Director of Public Works or his duly authorized representative, shall constitute substantial non-compliance with the requirements of the Clean Water Act, the NPDES permit program, and the Contract.

The County shall provide periodic site monitoring to ensure that the work complies with the requirements specified herein and in any resource agency permits. The County will provide the Contractor with copies of the completed monitoring reports. Should any work be found to be non-compliant, a follow up site monitoring visit will be conducted to ensure the items have been corrected. If deficiencies noted during a monitoring visit are not corrected before the follow up monitoring visit, the costs associated with additional follow up visits to correct the noted deficiencies shall be deducted from the final payment for all of the Contract work.

Attention is directed to Section 21, “Erosion and Sediment Control,” of these Special Provisions and the plans for erosion control requirements.

Construction sites are common sources of water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and wetlands, San Francisco Bay and the Pacific Ocean. The Contractor shall be responsible for any environmental damage caused by his operations and those of his

subcontractors or employees.

Water pollution shall be defined as including the introduction of any material, including sediment, trash, or other debris, equipment or vehicles into any watercourse, including creeks, ponds, ditches, storm drain facilities, and any surfaces immediately tributary to those areas, except as specifically authorized by any resource agency permits. Water pollution controls are materials and measures that prevent the introduction of any material to any watercourse. Water pollution control materials and measures may consist of temporary silt fencing; straw mulch/straw logs; spill cleanup materials; pavement sweepers; sand bags or continuous berms; etc.

Water pollution controls shall be applied, maintained and removed by the Contractor as specified herein and as directed by the Engineer. For construction activities occurring between June 15 and September 15, sufficient quantities of applicable water pollution control materials shall be available at the work site prior to commencing any work. For construction activities occurring between September 15 and June 15, all applicable water pollution control measures shall be installed, and all applicable water pollution control materials shall be available at the work site, prior to commencing any work.

13.1 Water Pollution Control Program

Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a written program including Storm Water Pollution Prevention Plans (SWPPPs) and applicable plan drawings and details to control water pollution effectively during construction of the project. The program shall show the schedule for any erosion control work included in the contract and for all water pollution control measures that the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon water resources. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the program has been approved by the Engineer.

The Contractor is advised that ***the SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP) in accordance with the requirements of the Construction General Permit.*** The SWPPP shall list the name and telephone number of the designated QSD. All amendments to the SWPPP shall be signed by the QSD

and shall include a listing of the date of initial preparation and the date of each amendment. The SWPPP shall also include a list of names of all subcontractors and individuals who will be directed by the QSP, their telephone numbers and work addresses, the specific areas of responsibility and emergency contact numbers.

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been approved. Attention is directed to "Contractor Response" of this Section for additional provisions relating to correction of the Contractor's water pollution control program, and payment.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program within 5 working days. The SWPPP must be submitted within 10 days after the pre-construction meeting for agency review and approval.

The County will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program or failure to adhere to the provisions of an accepted water pollution control program.

A. Contractor Response

The Contractor is advised that he may be required to respond to the work site after hours and/or on weekends or holidays to mitigate potential water pollution, soil erosion or sedimentation and/or to repair damaged water pollution controls. Failure to respond within four (4) hours of notification by the Department of Public Works shall constitute substantial non-compliance with these Special Provisions.

Should the County Road Maintenance Division be required to provide any after-hours, weekend or holiday repairs to the Contractor's water pollution

controls due to the Contractor's failure to respond, all costs associated with providing that response, including overtime wages, equipment and material costs, shall be deducted from the Contractor's final payment. The Contractor shall also be fully responsible for any fines, penalties or mitigations imposed by any regulatory agency caused by his failure to respond, regardless if the County Road Maintenance Division attempts any repairs or pollution prevention work in his absence.

B. Excavation and Grading

The Contractor shall not commence any excavation, backfilling, grading or stockpiling operations until water pollution control materials have been delivered to the work site. The Contractor shall certify, in writing, that the quantity of water pollution control materials at the site is sufficient to protect against water pollution caused by the work, and shall specify the type of material and intended use in said written certification.

Excavation and grading activities shall be scheduled for dry weather periods. Excavation and grading activities shall not be allowed to commence or continue during periods of rainfall or runoff.

The Contractor may elect to perform excavation or grading activities immediately prior to periods of forecasted rain if he certifies in writing to the Engineer that the site will be completely secured against erosion and/or water pollution at the conclusion of the workday and prior to any rainfall. The work site shall be considered as completely secured against erosion and/or water pollution during or prior to forecast periods of rain if the turbidity of runoff from the site does not exceed the turbidity of runoff from adjacent, undisturbed sites by more than 50 NTUs (Nephelometric Turbidity Units). Should the turbidity of runoff from the work site exceed this limit, the Contractor shall be required to immediately place additional erosion and/or water pollution controls at his expense as directed by the Engineer, and shall be subject to any administrative fines or penalties associated with water quality or permit violations, and no additional compensation will be allowed therefore.

C. General Housekeeping

The Contractor shall control the amount of runoff entering upon disturbed construction and staging areas, particularly during excavation, to reduce the

amount of water pollution controls required. Temporary diversion berms and/or sandbags may be employed to divert runoff from entering upon construction and staging areas as approved by the Engineer.

Paved surfaces shall be broom-swept as necessary to prevent water pollution. Water spray system of the sweeper units shall be used as appropriate to reduce dust generation. If pavement flushing is necessary, silt ponds or other techniques to trap sediment and other pollutants shall be required.

Dumpsters shall be covered, maintained, and checked frequently for leaks. It is recommended that dumpsters be lined with plastic to prevent leakage of liquids. At no time will the Contractor be permitted to wash dumpsters at the site.

The Contractor shall place trashcans and recycling receptacles around the site for use by his forces. Trashcans and recycling receptacles shall be kept covered and shall be emptied at appropriate intervals to reduce litter at the site.

All wastes shall be disposed of properly outside the highway right of way in accordance with Section 5-11, "Disposal of Material Outside the Highway Right of Way," and Section 14, "Construction Waste Management," of these Special Provisions.

The Contractor shall maintain portable toilets in good working order and wastes shall be disposed of properly. The Contractor shall check toilets frequently for leaks, and repair or replace any toilets found to be leaking. Portable toilets shall be protected against tipping by ground anchors, bollards, or any other suitable means as approved by the Engineer.

D. Stockpiles

All soil and/or rock stockpiles shall be protected against wind, rainfall and runoff at all times. Plastic sheeting may be used to cover soils, including aggregate base, and shall be securely anchored by sandbags or other suitable means. At no time will any stockpiled materials be allowed to erode into any watercourse or onto any roadway or other tributary surface.

E. Vehicle Maintenance

The Contractor shall designate a completely contained area of the construction site, well away from watercourses and tributary areas, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. The Contractor shall require the use of drip pans or drop cloths to catch drips and

spills if any vehicle or equipment fluids (e.g. motor oil, radiator coolant, etc.) must be drained on site. Diesel oil shall not be used to lubricate or clean equipment or parts. All spent fluids shall be stored in separate containers, and recycled whenever possible, or disposed of as hazardous waste.

Spills or leaks shall be immediately contained and cleaned up by the Contractor, all at his expense, and shall be reported to the Engineer immediately after containment.

All vehicles and equipment shall be maintained in good repair. The Contractor shall inspect frequently for and immediately repair any leaks. The Contractor shall perform major maintenance, repair jobs, and vehicle and equipment washing off site.

F. Spill Prevention and Response

Fluid spills shall not be hosed down. The Contractor shall use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible. If water must be used, the Contractor will be required to collect the water and spilled fluids and dispose of it as hazardous waste. Spilled fluids shall not be allowed to soak into the ground or enter into any watercourse.

Spilled dry materials shall be swept up immediately. The Contractor shall not wash down or bury any dry spills. Spills on dirt areas shall be removed by digging up and properly disposing of contaminated soil. The Contractor shall report significant spills to the Engineer immediately.

G. Tire Washing

Should the Contractor's equipment be tracking soil onto a public road, the Engineer shall require a tire-washing swale at the exit from the construction site and/or staging areas. The Engineer shall also require that soil be removed from the traveled way by whatever means necessary to prevent water pollution.

H. Roadwork and Paving

The Contractor shall avoid creating excess dust when breaking and/or removing asphalt or concrete. Broken asphalt and/or concrete pieces shall be completely removed from the site as soon as possible, or shall be stored in a separate, secure stockpile protected against from wind, rainfall and runoff. Material derived from roadway work shall not be allowed to enter any watercourse, or tributary area.

Slurry resulting from sawcutting operations shall be shoveled or vacuumed and completely removed from the site. The Contractor shall not be permitted to sweep or flush any sawcutting debris or slurry into any watercourse, or tributary area.

I. Concrete and Mortar

Except as approved by the Engineer for temporary concrete washouts for concrete mixers or trucks, the Contractor shall ensure that concrete and mortar are contained within the lines and grades shown on the Plans and not allowed to leave the construction site. Any excess concrete, mortar and/or mix water placed or spilled beyond the limits of concrete construction as shown on the Plans shall be immediately collected, removed and disposed of properly.

Location of temporary concrete washouts for concrete mixers or trucks shall be as approved, in writing, by the Engineer. Should the Contractor allow washing out of concrete mixers or trucks prior to receiving said written approval, Contractor may be required to clean up the unapproved washout area to the satisfaction of the Engineer and/or relocate temporary concrete washouts, all at the Contractor's sole expense, and no additional compensation will be allowed therefore.

Dry sacks of cement shall be protected against wind, rainfall and runoff. Opened sacks of cement shall be secured and protected from spilling.

J. Training

Contractor shall ensure that all persons responsible for preparing, amending and implementing SWPPPs be appropriately trained in accordance with the requirements of the Construction General Permit and these Special Provisions. The Contractor shall provide documentation of all training for persons responsible for implementing these requirements upon request by the Engineer.

When required, the County will provide introductory training to the Contractor, his employees and subcontractors at the job site before work commences for any project with resource agency permits. The training will provide background information on sensitive species, permit requirements and site-specific water quality issues. When not required, the County is available to provide such training at the Contractor's request.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in conformance with this Special Provision, complete, in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION 14. CONSTRUCTION WASTE MANAGEMENT

The County has established that this Project shall minimize the creation of construction and demolition waste on the job site. Factors that contribute to waste such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination, shall be minimized. For any waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

No separate measurement or payment shall be made for this item, the cost of which shall be considered incidental to other items of work. "Construction Waste Management," shall include furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in managing and disposing of waste, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

14-1. Diversion Goals

One hundred percent (100%) of inert wastes, and at least fifty percent (50%) of the remaining construction and demolition debris shall be diverted from landfills.

Inert wastes, such as concrete, brick, rock, asphalt, and soil not intended for on-site use, shall be taken to a facility that will reuse or recycle them.

Other mixed construction & demolition (C&D) wastes shall be taken to a facility with a C&D sorting program, as listed in the Construction and Demolition Debris Recycling Guide referenced below, if additional recycling is needed in order to meet the requirements set forth in this Section. If debris box service is used, the debris boxes must be taken to a C&D sorting facility if materials are not separated on-site for recycling.

The Contractor has the option of separating on-site for recycling non-inert materials, such as cardboard, paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to recycling facilities and taking the remaining mixed waste (but no more than 50% by weight or yardage) to a facility for disposal. If waste is taken for disposal, documentation must be provided to show that 50% of C&D wastes

(in addition to 100% of inert wastes) have been diverted.

14-2. References and Resources

A Construction and Demolition Guide (C&D Guide) is available online at <https://www.smcsustainability.org/waste-reduction/construction-demolition/>. For more information or resources, contact the County of San Mateo's Office of Sustainability by phone at (888) 442-2666 or by email at sustainability@smcgov.org. The Contractor's attention is directed to **Appendix A** for the County of San Mateo Waste Management Plan Form and the Waste Management Daily Transport Report.

14-3. Waste Management Plan and Daily Transport Report

The Contractor is required to complete a Waste Management Daily Transport Report, listing details of the material transported on that particular day, which is to be signed by both the Contractor's representative and the County inspector on the job site.

The Waste Management Plan shall be submitted to the Engineer, Department of Public Works, 555 County Center – 5th Floor, for approval within SEVEN (7) WORKING DAYS after the pre-construction conference.

The Waste Management Plan shall include a description of how the contractor will meet the requirements of this contract and shall include a list of disposal and recycling facilities where waste materials will be taken, a description of what will be taken to each facility (inert wastes, metals, wood, glass, plastics, mixed waste, etc.), a description of the means of transportation of recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and designated center, or whether mixed materials will be collected by a waste hauler and removed from the site), and an estimated amount (weight, yardage, etc.).

Approval will be granted if the plan shows:

- One hundred percent (100%) of inert wastes being reused or recycled AND at least fifty percent (50%) of C&D wastes being reused or recycled; OR
- All waste that is not separated on-site for recycling is sent to a mixed C& D sorting facility for recycling.

14-4. Waste Management Plan Implementation

A. Plan Distribution:

The contractor shall provide copies of the approved Waste

Management Plan to the project superintendent and each subcontractor.

B. Instruction:

The contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.

C. Meetings:

The contractor shall conduct monthly Construction Waste Management meetings or at least one meeting for projects with length of less than twenty (20) working days. Meetings shall include subcontractors affected by the Waste Management Plan. At a minimum, waste management goals and issues shall be discussed at regularly scheduled project meetings.

D. Separation Facilities:

The contractor shall designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid co-mingling of materials. Bins set within the County Right of Way shall be subject to approval by the County. All bins used shall be protected during non-working hours from offsite contamination.

E. Materials Handling Procedures:

Materials to be recycled shall be protected from contamination, and shall be handled, stored and transported in a manner that meets the requirements set by the designated facilities for acceptance.

F. Hazardous Wastes:

Hazardous wastes shall be separated, stored, and disposed of according to State and local regulations. Unless specified in other section, the County is not aware of any hazardous wastes within the project site. Notify the Engineer if hazardous waste is encountered.

G. Reporting:

As a condition of final approval and retention release, submit documentation to the Engineer. Projects that establish monthly progress payments shall also require monthly reporting on the Waste Management

Plan. Such reports shall be submitted prior to the monthly cutoff for progress payments and shall include, at a minimum, a summary of waste materials recycled, salvaged and disposed of for the Project. Submitted with this summary will be documentation (receipts/scale tickets, waybills) showing the quantities and types of materials diverted and disposed. The documentation shall coincide with the Waste Management Daily Transport Reports (in Appendix A) that were signed by both the Contractor and the County inspector. A Notice of Completion will not be filed for the project and retention released until all reports as required for the project are submitted and approved.

The above-mentioned summary and documentation shall contain the following information:

- (1) For each material recycled and salvaged from the Project, include the amount (in cubic yards or tons, or in the case of salvaged items, state quantities by number, type and size of items) and the destination (i.e., recycling facility, used building materials yard or other local users).
- (2) For each material landfilled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator and/or transfer station. All projects are subject to inspection.
- (3) Documentation shall consist of photocopies of receipts and weight tags or other records of measurement or equivalent documentation from recycling companies, deconstruction contractors, and landfill and disposal companies. The contractor shall sign the completed Waste Management Plan to certify its accuracy as part of the documentation of compliance.

It is unlawful for any person to submit documentation to the County for an approved Waste Management Plan that that said person knows to contain any false statements, including but not limited to false statements regarding weight and/or yardage of materials recycled or diverted, or to submit any false or fraudulent receipt or weight tag or other record of measurement.

END OF SECTION

SECTION 21. EROSION AND SEDIMENT CONTROL

The provisions of Section 21, "Erosion Control," of the Standard Specifications are superseded by these Special Provisions.

The Contractor is advised that failure to fully comply with the provisions of this Section and/or Section 13, "Water Pollution Control," of these Special Provisions, and all requirements listed in the National Pollutant Discharge Elimination System (NPDES) General Permit, San Francisco Bay Region Municipal Regional Stormwater NPDES Permit, and any resource agency permits obtained for the project, where applicable, except where amended in writing and signed by the Director of Public Works or his duly authorized representative, shall constitute substantial non-compliance with the requirements of the Clean Water Act, the NPDES permit program, and the Contract.

The County shall provide periodic site monitoring to ensure that the work complies with the requirements specified herein and in any resource agency permits. The County will provide the Contractor with copies of the monitoring reports. Should the work be found to be non-compliant, a follow up site monitoring visit will be conducted to ensure the items have been corrected. The costs associated with any compliance monitoring required beyond a single follow up site monitoring visit shall be deducted from the final payment for all of the Contract work.

21-1. Temporary Erosion Control

The Contractor shall be required to adhere to the provisions of Section 13, "Water Pollution Control," this Section, and the directions of the Engineer throughout the work.

Temporary erosion controls may consist of straw logs, straw mulch, silt fencing, temporary berms, or any combination of these or other means acceptable to the Engineer to prevent polluted runoff and/or wind erosion. The use of any type of hay or any straw containing oat or weed seed is expressly forbidden. The Contractor is encouraged to review the Best Management Practices (BMPs) included in the County of San Mateo Maintenance Standards for installation and maintenance recommendations.

Temporary erosion controls shall be applied, maintained and removed by the Contractor as specified herein and as directed by the Engineer. The

Contractor shall not commence any excavation, backfilling, grading or stockpiling operations until sufficient quantities and types of temporary erosion control materials have been delivered to the work site as determined by the Engineer.

Additional temporary erosion controls, if necessary and as directed by the Engineer, shall be installed at the conclusion of the workweek to the satisfaction of the Engineer. The Engineer may also require the installation of temporary erosion controls at the conclusion of any workday when rain and/or wind is occurring or forecast.

The Contractor is advised that he may be required to respond to the work site after hours and/or on weekends or holidays to mitigate potential erosion or sedimentation and/or to repair damaged silt fencing and other erosion controls. Provisions for the Contractor's Required Response are included in Section 13, "Water Pollution Control," of these Special Provisions.

A. Staging Areas

The Contractor shall contain runoff that may potentially leave any staging area to within the staging area by any suitable means approved by the Engineer.

Staging area BMPs shall be maintained throughout the duration of the work. Staging area BMPs shall be completely removed and disposed of outside the highway right of way in accordance with the provisions of Section 5-11, "Disposal of Material Outside the Highway Right-of-Way" of these Special Provisions, by the Contractor at his expense at the conclusion of the work. Attention is directed to Section 13, "Water Pollution Control," of these Special Provisions for provisions relating to tracking of mud from staging areas.

B. Staging Area Finish

The Contractor shall finish all staging areas as specified herein and as directed by the Engineer.

All stockpiles, debris and exclusion fencing shall be completely removed and disposed of outside the highway right of way by the Contractor at the conclusion of construction operations. Staging area surfaces shall be smoothed and contoured to drain in the same manner as prior to their use. The smoothed and contoured surface shall be covered

with not less than six (6) inches and not more than twelve (12) inches of three-inch (3") un-compacted drain rock unless other material is approved in advance in writing by the Engineer. Any adjacent areas disturbed by the Contractor's operations shall be smoothed and mulched as specified below.

Loose soil and/or rock resulting from any grading work required to restore the pre-construction condition shall not be scattered or "flaked" on any slope.

C. Mulch

The Contractor shall mulch all finished soil surfaces at the conclusion of the work and as part of any winterization as shown on the Plans, as specified herein and as directed by the Engineer.

Mulch shall consist of a uniform application of rice straw to a depth of not less than two (2) inches. Straw bales and flakes shall be broken apart and loosely spread prior to crimping. Mulch shall be manually crimped into the soil surface using rakes, pitchforks or other appropriate means. Mulch shall not be track-walked using heavy equipment.

The Contractor may propose in writing an alternate type of straw mulch. Any type of proposed straw shall be certified by the manufacturer as weed-free and seed-free. The Contractor may also propose to use locally collected redwood duff (fallen dried redwood leaves, seeds and seed pods, small twigs, etc.) in addition to or instead of rice straw. Written proposals for alternate straw or redwood duff shall include identification of the source of the material, including written permission from the property owner to collect redwood duff, if applicable. Proposals to use alternate types of straw or redwood duff will be submitted to the Engineer for his approval not less than three (3) working days in advance of placing mulch. The Engineer reserves the right to reject alternate proposals and require the use of rice straw mulch.

The Contractor shall avoid mulching over newly-planted trees/plants. Mulch shall not be applied below the ordinary high-water line of any water body.

D. Winterization

Should the Contractor fail to complete the work within the specified number of working days with any time extensions allowed by the Engineer and the permitting agencies, the Contractor shall be required to winterize the sites and any staging areas at his expense as specified herein and as directed by the Engineer.

Winterization shall include, at a minimum, removal or securing, at the Engineer's option, of any stockpiled materials; removing equipment from the vicinity; restoring staging areas for winter use by the County's Road Maintenance Division as specified under "Staging Area Finish" above; covering any vertical excavation faces with plastic sheeting secured with sandbags and not extending below the ordinary high water line; mulching all other excavations with rice straw as specified under "Mulch" above; and ensuring positive drainage through the work sites.

E. Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in conformance with this Special Provision, complete, in place, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer shall be considered as included in the unit prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

END OF SECTION

Appendix A

County of San Mateo Waste Management Plan Form

Waste Management Daily Transport Report

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County of San Mateo WASTE MANAGEMENT PLAN

Case/group number(s):
BLD _____ - _____

Project address:
Street: _____

City: _____

Zip Code: _____

Green Halo number(s):

WMP required because project is a:

- Residential Demolition
- Nonresidential New Construction
- Addition

Submit to:
County of San Mateo
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063

Information and support: 888-442-2666
www.smcsustainability.org/waste-reduction/construction-demolition

Section One: Permit Application

This Waste Management Plan (WMP) must be completed, submitted for review, and approved to obtain a permit. Separate WMPs are required for demolition and construction at the same site unless the Building Department requires only one permit. Need for a WMP is at the discretion of the Building Official or designee.

Applicant's Name: _____ Owner's Name: _____

Phone Number: _____ Email: _____

Applicant is (please check one): Owner Architect Builder Owner/Builder Other _____

Contractor (if applicable): _____ Contact Phone Number: _____

Project Description: _____

Project Square Footage: _____ Estimated Completion Date: _____

Waste Management Requirements:

You are required to recycle or re-use all inert solids (asphalt, brick, concrete, dirt, fines, rock, sand, and stone) and 65% of all construction and demolition debris.

I understand that I am required by San Mateo County Building Regulations Section 9210 - Adoption Of 2016 California Green Building Standards Code (Building Regulations) to salvage, reuse, or recycle **all inert solids** (asphalt, brick, concrete, dirt, fines, rock, sand, and stone) and **a minimum of 65%** of all construction and demolition debris (C&D). _____ (Initial)

I understand that failure to meet the requirements of the Building Regulations shall constitute a misdemeanor, and shall be punishable by imprisonment in the county jail for up to 6 months and/or a fine of up to \$1,000, calculated as a percentage of the required 65% diversion of C&D debris, and that the fine must be paid as a condition of final approval. _____ (Initial)

At the completion of this project, or more frequently if required, all weight tags or other equivalent documentation from salvage, recycling and waste facilities will be provided and I understand that I may not be issued my final inspection unless all original receipts and documentation are submitted to the County of San Mateo Department of Public Works. _____ (Initial)

Recycling and waste facilities ask for the correct origin of the materials generated as they come through the scale house. These tons are reported to the State of California. I understand that I need to advise my debris box company, waste haulers, and my drivers that the materials generated on this project originated in Unincorporated County of San Mateo. _____ (Initial)

1) Deconstruction/salvage/reuse:

What materials will be salvaged/reused? _____

Deconstruction or salvage company (if applicable): _____

What materials will be reused on site? _____

How will this be documented? _____

2) Material transportation:

Will you be using a hauling company, debris box company or hauling the material yourself?

Hauler Debris Box Self-haul

If using a hauling or debris box company, which company? _____

Have they been notified that the diversion of 65% mixed debris and all inert solids is required? Yes No

3) Waste management plan:

Check the materials you anticipate generating and fill in the facilities that you plan to use.

Category	Material	√	Reuse, Recycling or Disposal Facility
Mixed C&D	Mixed Debris		
Inerts	Asphalt		
	Bricks		
	Concrete		
	Dirt		
	Other inert solids		
Source Separated	Cardboard		
	Metals		
	Wood		
	Roofing		
	Carpet		
	Drywall		
	Yard trimmings		
	Other		
Disposal	Waste		

The undersigned hereby agrees to comply with the Waste Management Plan as submitted and is the owner or authorized agent to sign for the owner of this project.

Applicant Signature _____ **Date** _____

County Approval: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with comments <input type="checkbox"/> Denied All receipts, weight tags and documentation for salvage, recycling, and disposal must be submitted: <input type="checkbox"/> On completion of project <input type="checkbox"/> Other _____ Office of Sustainability Approval: _____ Date: _____



County of San Mateo

WASTE MANAGEMENT PLAN

Case/Group Number(s):
 BLD _____ - _____
 Project Address:
 Street: _____
 City: _____

Section Two: Final Report Approval

Please complete, submit, and get this section approved by the Department of Public Works, prior to obtaining final approval by the Department of Public Works no later than 30 days after completion of the demolition or construction project. Please provide weight of materials in **tons**. If needed, please use the conversion table on the next page to convert cubic yards to tons.

This section must be completed and signed, and all receipts or other supporting documentation must be attached in order to receive final project approval.

Category	Date	Material/items	Name of facility debris was hauled to	Weight (Tons)	Volume (CU. YD.)
Mixed C&D					
Salvage/Reuse					
Inerts Asphalt, bricks, concrete, dirt, rock, sand, soil, stone					
Source Separated Cardboard, wood, metal, sheetrock, wire, carpet, yard trimmings					
Disposal (Waste)					

- All receipts or equivalent documentation for salvage, recycling, and disposal are hereby attached.
- This project has recycled all of the inert solids and at least 65% of all debris generated.

Applicant Signature _____ **Date** _____

County Approval: Approved Approved with Comments Fine Payment Required
 Comments: _____

Fine Calculation: $1 - (\text{C\&D Diversion \% Achieved} \text{ ____} / 65\%) \times \$1000 = \$$ _____
 Office of Sustainability Approval: _____ Date: _____



County of San Mateo

WASTE MANAGEMENT PLAN

Cubic Yards to Tons Conversion Table

Category	Material	Cubic Yards	Pounds	Tons
Mixed C&D	Mixed load C&D	1	500	0.25
Inerts	Asphalt	1	1380	0.69
	Bricks	1	3000	1.5
	Concrete	1	1860	0.93
	Dirt	1	2000	1
	Other inert solids	1	1240	0.62
Source Separated	Cardboard	1	100	0.05
	Metals	1	900	0.45
	Wood	1	300	0.15
	Asphalt roofing	1	1188	0.59
	Carpet	1	600	0.3
	Drywall	1	400	0.2
	Green waste	1	300	0.15
	Gravel	1	2600	1.3
Disposal	Waste	1	300	0.15

WASTE MANAGEMENT DAILY TRANSPORT REPORT				
Date :		Day :		Multiple Pages : Yes ___ No ___
Project :			Contractor Representative :	
			County Inspector :	
	Transport Vehicle Type	Vehicle License/I.D.	Load Destination	
			Inert Material	Non-Inert Material
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Note : Inert material shall be as defined in the Construction Waste Management Section of these specifications.

Comments :

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Appendix B

Sample “Payment Bond” Form

Sample “Performance Bond” Form

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That **WHEREAS**, the County of San Mateo hereinafter designated as the "County," has awarded to _____, hereinafter designated
(Contractor's Name)
as the "Principal," a contract dated _____, hereinafter designated
(Contract Award Date)
as the "Contract," which Contract is by this reference made a part hereof, for the work described as _____.
(Project Name, Location & Number)

And WHEREAS, pursuant to law, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims to which reference is made in Sections 9550 to 9566 and 9100 to 9364 both inclusive, of the Civil Code of California.

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, _____
(Surety's Name)
as corporate Surety, are held and firmly bound unto all laborers, material men and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the above bonded Principal, contractor, person, company or corporation, or his or its sub-contractor, fails to pay any claimant name in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the Surety on this bond will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, and attorney's fees to be taxed as costs in said suit.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 to 9364 of the Civil Code, so as to give a right of action to them or

their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in the Civil Code, Sections 9550-9566 inclusive, and all amendments thereto.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change will be made which increases the total Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20____.

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the County of San Mateo hereinafter designated as the "County," has awarded to _____, hereinafter designated
(Contractor's Name)
as the "Principal," a contract dated _____, hereinafter designated
(Contract Award Date)
as the "Contract," which Contract is by this reference made a part hereof, for the work described as _____.
(Project Name, Location & Number)

And WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof.

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, _____,
(Surety's Name)
as corporate Surety, are held and firmly bound unto the County in the sum of _____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, except that no change will be made which increases the total

Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 20____.

Principal

Surety

Signature

Signature

Printed Name

Printed Name

Address for Notices:

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

Appendix C

Daily Personnel and Equipment Log

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DAILY PERSONNEL AND EQUIPMENT LOG

Using as many copies of this form necessary, the Contractor shall provide the Engineer with a list of all personnel and their title and, if applicable, equipment said employee is operating. This information is required of the Prime and their Subcontractors.

This form, if used in lieu of Contractor's Daily Dispatch Report, shall be submitted to the Engineer by the start of the first working day subsequent to the performance of the work, or Contractor may incur task-specific liquidated damages in the amount of \$500 per day for every day hence until submittal is made. Reference is made to Section 7-4.1., "Payroll Records," of the Project Special Provisions.

Date: _____

Project No.: AH026

Project: _____

Contractor: _____

Is this log for Subcontractor? Yes No

If yes, Name of Subcontractor: _____

Personnel		Equipment			
Name	Title/ Trade	No.	Type	Make	Model

Notes:

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Appendix D

**Public Contract Code
Sections 9204 and 20104 et seq.**

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Public Contract Code Section 9204 et seq.

9204.

(a) 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.

(b) 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.

(c) For purposes of this section:

(1) "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:

(A) 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.

(B) 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.

(C) Payment of an amount that is disputed by the public entity.

(2) "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.

(3) (A) "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.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) 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.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any

kind.

(5) "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.

(d) (1) (A) 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.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) 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 three 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.

(D) 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.

(2) (A) 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.

(B) 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.

(C) 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.

(D) 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.

(E) 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.

(3) 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.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) 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 his or her 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.

(e) 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.

(f) 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.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) 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.

(i) 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.

SEC. 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Public Contract Code Section 20104 et seq.

20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

(Amended by Stats. 2010, Ch. 697, Sec. 47. Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)

20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have

against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

(Amended by Stats. 2004, Ch. 182, Sec. 54. Effective January 1, 2005. Operative July 1, 2005, by Sec. 64 of Ch. 182.)

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)

**COUNTY OF SAN MATEO
HALF MOON BAY AIRPORT**

**PROJECT TITLE:
RUNWAY PAVEMENT PRESERVATION PROJECT**

FAA SPECIAL PROVISIONS:

**FAA General Contract Provisions,
Special Provisions to the FAA General Provisions,
General Construction Items, Technical Specifications, and
Special Provisions to the FAA Technical Specifications**



03-07-2023

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Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).

Paragraph Number	Term	Definition
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	<p>A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.</p>
10-33	Major and Minor Contract Items	<p>A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.</p>
10-34	Materials	<p>Any substance specified for use in the construction of the contract work.</p>
10-35	Modification of Standards (MOS)	<p>Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.</p>
10-36	Notice to Proceed (NTP)	<p>A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.</p>
10-37	Owner	<p>The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is .</p>

Paragraph Number	Term	Definition
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Paragraph Number	Term	Definition
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.

Paragraph Number	Term	Definition
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	The following terms are included in this contract:
	Contract Drawings	Plans.
	Subcontractor	The subcontractor refers any individual, firm, or corporation to whom the contractor, with approval of the Owner, sublets any part of work.

Paragraph Number	Term	Definition
	Time and Materials Work	<p>An item or items of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified and an agreed price cannot be agreed upon. The Contractor shall perform this work and the Owner agrees to pay the Contractor based upon the work performed by the Contractor's employees and subcontractors, and for materials and equipment used in the construction (along with the Contractor's allowed overhead and profit).</p>

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See the Advertisement located in the front of these Contract Documents.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization, if included in this proposal, is specified in Item C-105.

A prebid conference is required on this project. The location, date and time are stated in the Advertisement.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

Prices should be written in whole dollars and cents. The extended total amount of each item should not be rounded.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened. No faxed or emailed proposals will be accepted. The official time shall be kept locally by the Owner.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 calendar days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern. Where discrepancies in the summation of the products occur, the Owner will make the necessary corrections and the corrected values will be used in the Owner's consideration of proposals.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

The Owner reserves the right to award only the Base Bid, to award any Alternate Bid (if Alternates are an option), or to award either the Base Bid or the Alternate Bid plus Add-On Bids (if Add-On bids are an option). Where discrepancies occur that affect the bid total(s) as described in the subsection titled CONSIDERATION OF PROPOSALS, the contract amount awarded will reflect the corrected values.

Where alternate bids and/or add-on bids are included in the proposal, the lowest qualified bidder will be determined by comparison of the combination of Base Bid, or Alternate Bid, plus Add-On bids which are chosen by the Owner.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be

acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

The successful bidder shall submit in triplicate, a “Performance Bond” guaranteeing the performance of the work equal to one hundred percent (100%) of the amount of the Contract awarded, and a “Labor and Material Payment Bond” guaranteeing the payment of all legal debts that may be incurred by reason of the Contractor’s performance of the work equal to one hundred percent (100%) of the amount of the Contract awarded.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

The Contractor shall also furnish the required insurance certificates in accordance with the subsection titled **RESPONSIBILITY FOR DAMAGE CLAIMS** of Sections 70 and 200. The successful bidder shall recognize that the proposal included in the contract for execution may differ from the proposal which was submitted with their bid. The proposal included in the contract for execution will include corrections to discrepancies which were discovered during the Owners consideration of proposals, and will contain only the pages from the successful bidder’s proposal which cover the bids which were awarded. As a result, the proposal pages in the contract to be executed may contain pages which are not consecutively numbered due to the intentional omission of those proposal pages which cover bids that were not awarded.

49 CFR Part 26 provides that each contract the owner signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) shall include the following assurance:

“The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner’s approval to be bound by the successful bidder’s proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40



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Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

See Section 200 Special Provisions to the General Provisions.

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided

to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): five (5) full size copies of signed and sealed surveys, five (5) copies of the notes as well as pdf copies of both.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

Additional construction staking and layout may be required by technical specifications.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50



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Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. The Engineer/RPR field office, if required, shall be as indicated in C-105, Mobilization.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor

shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60



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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

<u>Utility</u>	<u>Location (Sheet No.)</u>	<u>Person to Contact</u>	<u>Phone No.</u>
"Not Applicable"			

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is described in the Construction Safety and Phasing Plan, Appendix A to Section 70.

During the work of this Contract, the Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to conform to the construction procedures outlined in the Construction Safety and Phasing Plan, and as shown on the Contract Drawings. The Contractor shall give adequate notice to the Engineer, so as to afford time to coordinate construction with the Owner.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify, defend and hold harmless the Engineer/RPR and the Owner and their respective representatives, directors, officers, agents, and employees from all suits, actions, damages, costs, expenses or claims, of any character, (including attorney's fees), and liability (including statutory liability) brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct or arising out of or related to any negligence of the Contractor or anyone for whom the Contractor is legally liable in performing or safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any and all environmental impairment; or because of any act or omission, neglect, or misconduct of said Contractor or anyone for whom the Contractor is legally liable of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Opening sections of work to traffic shall be as described in the CSPP.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

<u>Utility Service or Facility</u>	<u>Person to Contract</u>	<u>Telephone No.</u>
Montara Water & Sanitary District		(605) 728-3545
Pacific Gas and Electric		(800) 743-5000

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to “The Person to Contact” as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner and RPR a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby

advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

The Contractor shall perform all testing, removal of contaminated material, transportation, treatment, remediation, and disposal of contaminated materials which are the result of a spill or release caused by the Contractor, and he shall provide and properly place materials to restore the property to its original condition, all to the Owner's satisfaction and at the Contractor's expense. Refer to the subsection 70-10 titled PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE of this section.

A. Air Pollution

1. No burning of combustible waste shall be permitted.
2. Alternatives to Burning Land Cleared Material.
 - a. All spoil material from clearing and grubbing operations shall be disposed of in accordance with the Technical Specifications, unless otherwise directed.
 - b. Wood may be salvaged for firewood or commercial use or it may be chipped and disposed of for use as mulch.
 - c. Logs, brush, etc. may be removed to an authorized disposal area or disposed of to the general public without charge.
3. Dust Control.
 - a. Common construction operations which may cause excessive dust include:
 - 1) Quarry, drilling and rock crushing.
 - 2) Clearing, grubbing and stripping.

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- 3) Excavation and placement of embankment.
 - 4) Cement and aggregate handling.
 - 5) Cement or lime stabilization.
 - 6) Blasting.
 - 7) Use of haul roads.
 - 8) Sandblasting or grinding.
- b. Other construction operations which may cause air pollution are:
- 1) Volatiles escaping from asphalt and cut back materials.
 - 2) Use of herbicides or fertilizers.
 - 3) Smoke from asphalt plants or heater/planers.
- c. Control of Dust and Other Air Pollutants shall be the responsibility of the Contractor and may include the following control methods:
- 1) Drilling apparatus equipped with water or chemical dust controlling systems.
 - 2) Exposing the minimum area of land.
 - 3) Applying temporary mulch with or without seeding.
 - 4) Use of water sprinkling trucks.
 - 5) Use of covered haul trucks.
 - 6) Use of stabilizing agents in solution.
 - 7) Use of dust palliative and penetration asphalt on temporary roads.
 - 8) Use of wood chips in traffic or work areas.
 - 9) Use of vacuum equipped sandblasting systems.
 - 10) Use of plastic sheet coverings.
 - 11) Restricting the application rate of herbicides to recommended dosage. Materials should be covered and protected from the elements. Application, equipment and empty containers shall not be rinsed and discharged to a stream, etc. or allowed to enter the groundwater.
 - 12) Use dust control measures at bituminous mixing plants, and quarry operations.
 - 13) Delay operations until climate or wind conditions dissipate or inhibit the potential pollutants in a manner satisfactory to the Engineer.

B. Water Pollution

1. The Contractor shall use suitable precautions to minimize water pollution during the progress of the work. Erosion control devices or methods may consist of berms, dikes, dams, drains, sediment basins, fiber mats, woven plastic filter cloths, gravel, mulches, quick growing grasses, sod, bituminous spray or other control devices.
2. The amount of surface area of erodible earth at any one time shall not exceed the area allowed by permit.
3. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels

leading thereto. Wash water or waste from concrete mixing and curing operations should not be allowed to enter streams, etc.

In the event of conflict between these requirements and pollution control laws, rules or regulations or other Federal, State or local agencies, the more restrictive laws, rules, or regulations shall apply.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements.

The Contractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, comprehensive liability insurance for damages imposed by law of the kinds and in the amounts hereinafter provided, written by a financially solvent insurance company authorized to do such business and write such coverage in the place where the Project is located, covering all operations under the Contract, whether performed by the Contractor or by its Subcontractor(s). Before commencing the work, the Contractor shall furnish to the Owner three (3) certificates of insurance, in satisfactory form to the Owner, showing that the Contractor has complied with the requirements of this Section. The policies and certificates shall provide that the policies shall not be changed or canceled until thirty (30) days after written notice thereof has been given to each of the Additional Insureds listed below. Property damage insurance shall include coverage for explosion, collapse, and underground operations (X C U hazards).

A. The kinds and amounts of insurance are as follows:

1. General Liability insurance policies shall be Commercial General Liability Insurance (including premises operations, independent contractors, products/completed operations, explosion, collapse and underground hazard, broad form property damage, and blanket contractual liability coverages) and shall be written on an Occurrence basis with the following minimum limits:

Each Occurrence \$1,000,000

General Aggregate \$3,000,000

As an alternative to the above limits for General Aggregate and Each Occurrence, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall likewise be written on an Occurrence basis. If the Contractor so elects, then the sum of the General Liability Each Occurrence limit and the Excess Liability Each Occurrence limit shall total at least \$1,000,000. The sum of the General Liability General Aggregate limit and the Excess Liability Aggregate limit shall total at least \$3,000,000.

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2. Automobile Liability policies shall cover “All Owned”, “Scheduled”, “Hired” and “Non-Owned” autos. The minimum Combined Single Limit shall be \$1,000,000.

As an alternative to the above limit for Automobile Liability, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall be written on an Occurrence basis. If the Contractor so elects, then the sum of the Combined Single Limit and the Excess Liability Each Occurrence limit shall total at least \$1,000,000.

3. Policy or policies covering the obligations of the Contractor in accordance with the provisions of any applicable Worker's Compensation or Disability Benefits Law.
 4. If applicable, the Contractor and its Subcontractor(s) engaged in work involving “hazardous substances,” as defined in Section 3 of PL 1993, c. 139 (C.13:1K-8), or “hazardous waste,” as defined in Section 1 of PL 1976, c. 99 (C.13:1E-38), shall procure and maintain pollution liability insurance, also known as “environmental impairment liability insurance.”
- B. Contractor’s insurance shall be primary over all other collectible insurance.
 - C. Anti-subrogation applies to General Liability and to Automobile Liability insurance coverages.
 - D. The Certificate Holder shall be County of San Mateo (555 County Center, 5th Floor, Redwood City, California 94063).
 - E. The following shall be named as Additional Insureds: County of San Mateo; C&S Engineers, Inc.; the Federal Aviation Administration.
 - F. The General Liability policies shall provide coverage for liability for damages imposed by law upon the Contractor and its Subcontractor(s) with respect to all work performed by any of them under the Contract. The insurance company providing General Liability insurance coverage acknowledges that the Contractor has agreed in this Contract to defend, hold harmless, and indemnify the Owner, the Engineer, the RPR, and their respective directors, officers, representatives and employees as set forth in this Section.
 - G. The Contractor's policies shall provide coverage for contractual liability imposed by contract, including this Contract, and completed operations liability for damages imposed by law arising between the date of the certification of completion of the work and the date of the expiration of the Contractor’s guarantee.
 - H. Contractor's policy shall provide coverage for liability arising out of the acts or omissions of its Subcontractors.
 - I. Each Subcontractor employed on the Project site by the Contractor shall provide comprehensive liability insurance in accordance with the above-described requirements of the Contractor. Such insurance requirements shall be submitted to the Engineer as part of the Subcontractor approval process.

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ATTACHMENT “A”

TO

SECTION 70-08

**CONSTRUCTION SAFETY AND
PHASING PLAN (CSPP)**

FOR THE CONSTRUCTION OF

RUNWAY PAVEMENT PRESERVATION

AT

**HALF MOON BAY
AIRPORT**

**COUNTY PROJECT NO. AH026
PROJECT FILE NO. E5076**

**FEDERAL AVIATION ADMINISTRATION (FAA)
AIP PROJECT NO.: 3-06-0097-017-2021**

MARCH 2023

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APPENDICES:

APPENDIX 1 – General Plan and Construction Safety Drawings

APPENDIX 2 – Construction Project Daily Safety Inspection Checklist

APPENDIX 3 – Contractor’s Safety Plan Compliance Document (SPCD)

APPENDIX 4 – Spoil Deposition Release Form

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

1.0 PURPOSE.

Aviation safety is the primary consideration at airports, especially during construction. The Airport Owner's Construction Safety and Phasing Plan (CSPP) and the Contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard.

The CSPP sets forth benchmarks and requirements for the project to help ensure the highest levels of safety, security and efficiency at the airport at the time of construction. Requirements for this CSPP were developed from FAA Advisory Circular (AC) 150/5370-2 Operational Safety on Airports During Construction, latest edition.

The CSPP is a standalone document, written to correspond with the safety and security requirements set forth in the AC, the airport safety and security requirements, and local codes and requirements. The CSPP is to be used by all personnel involved in the project. The CSPP covers the actions of not only the construction personnel and equipment, but also the action of inspection personnel and airport staff.

This document has been developed in order to minimize interruptions to airport operations, reduce construction costs, and maximize the performance and safety of construction activity. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory.

The Contractor shall submit a Safety Plan Compliance Document (SPCD) to the Airport Owner describing how the Contractor will comply with the requirements set forth in this CSPP. The SPCD must be submitted to the Airport Owner prior to issuance of Notice to Proceed.

In the event the Contractor's activities are found in non-compliance with the provisions of the CSPP or the SPCD, the Airport Owner's Representative will direct the Contractor, in writing, to immediately cease those operations in violation. In addition, a safety meeting will be conducted for the purpose of reviewing those provisions in the CSPP/SPCD which were violated. The Contractor will not be allowed to resume any construction operations until conclusion of the safety meeting and all corrective actions have been implemented.

2.0 SCOPE OF PROJECT AND CSPP.

The proposed project generally includes crack sealing the existing runway, application of a seal coat to the runway pavement, and restriping of markings.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the Airport Owner must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities and associated costs will be identified. As they are identified, their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project and/or to airport operations in order to maintain operational safety. This planning effort will ultimately result in a project CSPP. The development of the CSPP takes place through the following five steps:

- a. Identify Affected Areas
- b. Describe Current Operations
- c. Allow for Temporary Changes to Operations
- d. Take Required Measures to Revise Operations
- e. Manage Safety Risk

3.0 PLAN REQUIREMENTS.

3.1 COORDINATION. The following items shall be coordinated as required:

- a. **Pre-construction Meeting.** A preconstruction meeting will be conducted to discuss operational safety, testing, quality control, quality acceptance, security, safety, labor requirements, environmental factors, and other issues. All parties affected by the construction will be asked to attend including, but not limited to, the Airport Owner, tenants, contractor, subcontractors and RPR.

At the preconstruction meeting, the Contractor shall submit a plan of operation and schedule of work to the RPR for approval. The Contractor's plan of operation shall indicate, in detail, the amount of construction planned and the number of shifts and/or overtime operations proposed for the project. The schedule of work shall clearly indicate the sequence of work to be performed. The Contractor shall conform, at all times, to the requirements of these provisions and with current safety practices, rules, regulations and security requirements of Airport Owner. Contractor and Airport staff will drive through approved vehicle routes. The preconstruction meeting will be held prior to issuance of a Notice to Proceed.

- b. **Contractor Progress Meetings.** A minimum of one progress meeting to discuss scheduling and coordination shall be held each week unless otherwise directed by the Airport Owner, throughout the duration of the Contract, between the Airport Owner, Contractor, RPR and any other interested parties at a time and place to be designated by the RPR. These meetings shall include a detailed discussion of construction phasing and safety with regard to the Contractor's compliance with the requirements stipulated in the Contract Documents.

In attendance at these meetings shall be a Contractor's representative with the authority to make decisions concerning the scheduling and coordination of work. Progress meetings shall be facilitated by the RPR. Operational safety shall be a standing agenda item during progress meetings throughout the construction project.

- c. **Scope or Schedule Changes.** Changes in the Scope of Work or Project Schedule shall be governed by Section 40 and Section 80 of the Contract Documents. Any proposed change that results in a deviation from the established CSPP as expressed by the Contract Documents must be submitted to the FAA and Airport Owner for review and approval. FAA review and approval can be expected to take sixty business days.
- d. **FAA ATO Coordination.** No adjustments to NAVAID, encroachment on facility critical areas, or facility shutdowns are anticipated during construction, so ATO coordination will not be necessary.
- e. **Pre-Paving Meeting.** If paving is included in this project, a pre-paving meeting will be held to discuss the status of preliminary submittals, the RPR's inspection of the plant and laboratory, test section requirements, paving plan requirements, and production requirements.
- f. **Payment.** The cost of complying with the requirements of this section, including but not limited to scheduling; providing flag people; construction, maintenance and removal of staging areas; providing, placing, relocating, maintaining and removing temporary barricades; protection of aircraft and vehicular traffic; installation, maintenance and removal of temporary airfield markings; cleaning of paved surfaces; restoration of surfaces disturbed as a result of the Contractor's operations; providing, maintaining, and removing warning signs, hazard markings, barricade lights; providing a guard at access gates; and all security requirements shall be included under Technical Specification Item C-106, Safety, Security and Maintenance of Traffic.

3.2 PHASING.

a. Phase Elements (Work Areas)

1. **Work Area Descriptions:** The work of the project has been divided into one (1) area in order to coordinate construction in a way that will minimize interference with Airport operations:

Work Area "A": Includes all work to be performed for the project. Project limits extend the entirety of the runway limits as well as up to the holding position markings on the three (3) taxiway connectors. Work A should be completed in 39 calendar days, with 7 days allocated for the construction of the work, 30 day cure period before final striping which should be completed in 2 days. Temporary striping will be placed within 72 hours of seal coating. The temporary striping will allow for the Runway to remain open during the 30 day cure period.

2. **Construction Safety Requirements**

The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No active runway or taxiway shall be crossed, entered, or obstructed at any time. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to airport operations. All Contractor equipment and material stockpiles shall be stored at locations determined during construction or as shown on the Construction Safety Drawings (Appendix 1). No equipment will be allowed to park within the approach area of an active runway at any time.

During the work under this Contract, the Airport Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to conform to the construction procedures as outlined below and as shown on the Contract Drawings. The Contractor shall give adequate notice to the RPR, so as to afford time to coordinate construction with the Airport Owner. No work shall proceed in any area without prior approval.

The Contractor shall always confine construction operations to the Contractor work area and designated haul routes. Contractor personnel, equipment, stored materials, subcontractors and suppliers will not be allowed on any other area within the Air Operations Area and within the Airport boundaries without prior approval of the Airport Owner or RPR.

The RPR will perform a visual site assessment before the Contractor occupies the Contractor work area. The Contractor shall be held responsible for all repairs and cleanup costs incurred as a result of the Contractor's construction operations. Restoration shall be the complete return of all work areas to the original conditions.

Prior to the start of construction operations, the Contractor shall perform the following:

- Coordinate issuing Notices to Airmen (NOTAM) with the Airport Owner and RPR for the construction activities involved at least 48 hours in advance of the work.
- Verify operational areas are closed to aircraft traffic and disable any necessary lighting such as runway lights
- Setup of barricades, lighted runway closure markers and all other traffic control measures specified

At the conclusion of construction operations, the Contractor shall perform the following:

- Remove barricades, temporary jumpers and closed runway markings, as indicated on the Construction Safety Drawings.

- Clean all paved surfaces to the satisfaction of Owner.
- Coordinate cancellation of the NOTAMs with the Airport Owner and RPR.

Work Area "A": During work in this area, Runway 12-30 will be closed to aircraft traffic as well as all three (3) taxiway connectors. Access to the Contractor's staging area shall be via Cabrillo Highway through the Security Checkpoint at the North Access Gate.

At the start of work in Area A, the Contractor shall perform the following:

- Verify with the Airport Owner that a NOTAM has been issued closing Runway 12-30.
- Verify with the Airport Owner that a NOTAM has been issued closing taxiway connectors.
- Provide temporary runway closed marking over the Runway 12 numeral.
- Provide temporary runway closed marking over the Runway 30 numeral.
- Provide temporary barricades across taxiway connectors.
- Disable runway lights

- b. Construction Safety Drawings.** Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) have been developed for each construction phase. Such drawings are included in the CSPP as referenced attachments and are included in the contract drawing package.

3.3 AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY.

Contractor, subcontractor, and supplier employees or any other unauthorized persons shall be restricted from entering an active airport operating area without previous permission from the Airport Owner and the Aircraft Control Tower.

In an emergency situation, the Airport Owner or other designated airport representative may order the Contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

The Contractor shall cooperate with the airport users through the RPR, in coordination with airport operations, in scheduling the operations to provide adequate clearance for safe aircraft parking, fueling, maintenance, loading or unloading, maneuvering, taxing operations, or other aircraft operations.

a. Identification of Affected Areas

The following is a summary of impacts to the Airport Operations Areas resulting from the proposed construction safety and work phasing requirements:

Table 3.3A Construction Effect on Airport Operations		
Project	Runway Pavement Preservation	
Phase	Work Area A . (See Section 3.2.a for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Scope of Work	Crack sealing the existing runway, application of a seal coat to the runway pavement, placement of interim markings, and restriping of markings	
RW 12 Average Aircraft Operations	Carrier: 0 /day	Carrier: 0 /day
	GA: 137/Day	GA: 0/Day
	Military: 0 /Day	Military: 0 /Day
RW 30 Average Aircraft Operations	Carrier: 0 /day	Carrier: 0 /day
	GA: 137/Day	GA: 0/Day
	Military: 0 /Day	Military: 0 /Day
Runway 12-30 ARC	N/A	
RW 12 Approach Visibility Minimums	1 mile/1 mile	1 mile/1 mile
RW 30 Approach Visibility Minimums	1 mile/1 mile	1 mile/1 mile
Runway 12 Declared Distances	TORA: No published declared distances	TORA: Not applicable
	TODA: No published declared distances	TODA: Not applicable
	ASDA: No published declared distances	ASDA: Not applicable
	LDA: No published declared distances	LDA: Not applicable
Runway 30 Declared Distances	TORA: No published declared distances	TORA: Not applicable
	TODA: No published declared distances	TODA: Not applicable
	ASDA: No published declared distances	ASDA: Not applicable
	LDA: No published declared distances	LDA: Not applicable
Runway 12 Approach Procedures	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A

Table 3.3A Construction Effect on Airport Operations		
Project	Runway Pavement Preservation	
Phase	Work Area A . (See Section 3.2.a for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Runway 30 Approach Procedures	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
Runway 12 Visual NAVAIDs	PAPI-2/PAPI-2	PAPI-2/PAPI-2
	REIL (30)	REIL (30)
Runway 30 Visual NAVAIDs	PAPI-2/PAPI-2	PAPI-2/PAPI-2
	REIL (30)	REIL (30)
Taxiway(s) A, B, C, ADG	2	2
ARFF Index	N/A	N/A
Special Conditions	N/A	N/A

b. Mitigation of effects.

This CSPP has established specific requirements and operational procedures necessary to maintain the safety and efficiency of airport operations during the construction of this project.

All coordination pertaining to airport operations during construction will go through the Airport Owner's Representative and the Airport Operations Manager. Any required NOTAM's to be issued will be sent through the Airport Owner's Representative and issued by Airport Operations.

- 1. Temporary Changes to runway and/or taxiway operations:** Any affected Airport Operations Areas identified in the previous section for reduced access or identified as being closed entirely to aircraft traffic, will be barricaded by the use of low profile, lighted barricades placed as shown in the exhibits provided in Appendix 1. In addition, required NOTAM's shall be issued on the various temporary changes to aircraft access through the affected areas.
- 2. Detours for Aircraft Rescue and Fire Fighting (ARFF) and other airport vehicles:** The project work site shall remain open to all ARFF vehicles in emergency situations. The Contractor is required to maintain access in and around the project work area for all ARFF vehicles. Proper routing of this traffic will be effectively communicated to all supervisory personnel involved in the construction project.
- 3. Maintenance of essential utilities:** Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the Airport Owner and FAA shall locate all of their underground utilities. It is the Contractor's responsibility to have the locations of cabling and other underground utilities marked prior to beginning excavation. Any locations provided by the Airport Owner or FAA are approximate locations and the Contractor shall verify all locations prior to beginning excavations. When an underground cable or utility is damaged due to the Contractor's negligence the Contractor shall immediately repair the affected cable or utility at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation.
- 4. Temporary Changes to air traffic control procedures:** Changes to air traffic control procedures have been coordinated with airport ATO. Any additional requests for changes must be made to the Airport Owner, through the RPR, in writing. These requested changes will be reviewed by the RPR, Airport Owner and ATO. If these changes are acceptable to all the aforementioned parties, the RPR will request a modification to the CSPP previously turned into the FAA. The Contractor shall plan on a minimum 90 days for this process to be completed. No deviation to the original CSPP shall be made without final FAA approval.

3.4 NAVIGATION AID (NAVAID) PROTECTION.

Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs are not anticipated in this project.

3.5 CONTRACTOR ACCESS.

This section of the CSPP details the areas to which the Contractor must have access, and how Contractor personnel will access those project work areas.

a. Location of stockpiled construction materials.

The Contractor shall store material and equipment and schedule his operations for work to be done so that no unauthorized interference to normal Airport operations will result there from. Construction operations shall not be conducted in a manner to cause interference with Airport Operations. Stockpiled materials and equipment storage are not permitted within the Runway Safety Area/ Taxiway Safety Area (RSA/TSA), Obstacle Free Zone (OFZ) or Object Free Area (OFA) of an operational runway or taxiway. Stockpiled construction materials must be located inside the Contractor staging area as shown on the Construction Safety Phasing Drawings (Appendix 1) unless otherwise approved by the RPR.

Stockpiled material shall be constrained in a manner to prevent movement resulting from either aircraft jet blast or wind conditions in excess of ten miles per hour. In addition, stockpiled material shall have silt fence located around the material to prevent Foreign Object Debris (FOD) from moving onto the airfield pavements or polluting watercourses.

Open trenches exceeding 3 inches in depth and 5 inches in width or stockpiled material are not permitted within the limits of safety areas of operational runways or taxiways. Stockpiled material shall not be permitted within the protected areas of the runways, or allowed to penetrate into any of the protected airspace.

Spoil and Disposal Areas: Any spoil shall be disposed of offsite by the Contractor unless otherwise shown or specified. The Contractor shall submit the "Spoils Deposition Release Form" for any spoils which are transported from the project site. A copy of the form can be found in Appendix 4. No direct payment will be made for spoiling and disposal operations. The cost of spoiling material on site, or of spoiling material off-site, shall be considered incidental to this Contract and the costs shall be included in the various pay items involved.

b. Vehicle and pedestrian operations. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the Air Operations Area (AOA).

The Airport Owner will coordinate requirements for vehicle operations with the affected airport tenants. Specific vehicle and pedestrian requirements for this project are as follows:

All construction vehicles and personnel shall be restricted to the immediate work areas specified by the contract for this project. These areas include the haul routes into the work area, the designated Contractor staging area and the apron area under construction. Use of alternate haul routes or staging areas by the Contractor shall not be permitted without prior notification and approval by the Airport Owner's Representative. At the preconstruction meeting, Contractor will be required to go over approved vehicle routes with Airport staff.

1. Construction Site Parking:

The Contractor's personal vehicle parking area shall be in the Contractor's staging area, as shown on the Construction Safety Phasing Drawings (Appendix 1). Contractor personal vehicles will not be allowed inside the airport fence Air Operations Area (AOA) or secured area.

A staging area, as indicated on the Contract Drawings, will be provided where the Contractor may set up a field office and store equipment and materials. The Contractor shall make his own arrangements for, and bear all costs of required utilities. The Contractor shall use and maintain the site in accordance with requirements of the Airport Owner. Upon completion of work, the Contractor's staging area shall be removed and the area cleaned and restored to original or better condition.

2. Construction Equipment Parking:

The Contractor's equipment storage area shall be in the Contractor staging area as shown on the Construction Safety Drawings (Appendix 1). The Contractor's equipment and construction vehicles shall be restricted to the construction site or storage areas during construction and parked in the equipment storage area during non-working periods. Maximum allowable equipment height in the staging area shall be 15 feet. Maximum allowable equipment height in the work areas shall be 15 feet. Maximum allowable equipment height at the borrow area shall be 15 feet.

Contractor must service all construction vehicles within the limits of the project work area or the Contractor's Staging Area. Parked construction vehicles must be outside the OFA and never in the safety area of an active runway or taxiway. Inactive equipment must not be parked on closed taxiways or runways. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees shall also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT, as applicable, to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids.

3. Access and Haul Roads:

The Contractor shall clear, construct and maintain haul routes as required for the prosecution of the work. The haul routes and access points shall only be in the locations approved by the RPR and the Airport Owner or as shown on the Construction Safety Drawings (Appendix 1).

Access or haul routes used by Contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Construction traffic must remain on the designated haul routes, never straying from the approved paths. Haul and access routes shall be clearly delineated with temporary marking and signage by the Contractor. Signage and marking placement shall be reviewed and approved by the RPR and Airport Owner prior to being put into service. The Contractor shall fully describe the appropriate access routes to all his/her employees, subcontractors and material delivery personnel.

The Contractor shall be responsible for maintaining existing haul routes. At the completion of the project, these areas shall be returned to their original lines and grades and shall be restored to a condition equal to or better than original. All non-paved areas that are disturbed by Contractor's haul roads, staging area, etc., located outside of the seeding limits shown on the plans shall be re-seeded and restored to their original or better condition by the Contractor at no additional cost to the Airport Owner.

The Contractor shall coordinate haul routes, closures and schedules with other projects which may be underway during the same time period as this contract.

The Contractor shall control and coordinate the material (supplies) that are hauled to and from work area. Delivery of equipment and materials to the area of work shall be by way of the access route shown on the Construction Safety Drawings (Appendix 1) or designated by the Airport Owner or RPR.

The Contractor shall maintain all haul routes and work areas in a dust free condition at all times. The Contractor shall control dust from the construction operations by vacuum type sweeping, watering or other methods as approved by the RPR. Contractor shall have equipment (in operating condition) on site, at all times, to control dust. If the Contractor fails to comply with this requirement, construction will be suspended until a plan for controlling the dust is approved by the RPR. Landside haul routes, boulevards and drives shall be kept clean by use of a vacuum sweeper on a daily basis as required.

Application of water on dirt or gravel haul routes must be provided as often as necessary. Haul roads in any airport traffic areas must be especially monitored for dust and debris to prevent any potential Foreign Object Debris (FOD) situations.

Portions of the project area(s) shall be bounded by the low profile barricades identifying Contractor personnel and vehicle area operation limits. The locations of any barricaded project limits, haul routes, Contractor Staging Areas, and associated safety and security details are also provided graphically in the attached exhibits.

4. Marking and Lighting of Vehicles:

When any vehicle or piece of equipment, other than one that has prior approval from the Airport Owner, must operate on an airport, it shall be escorted and properly identified.

The Contractor shall limit access within the airport security fence to authorized vehicles. All Contractor authorized vehicles shall have a 3'x3' flag or rotating beacon. Private vehicles of the Contractor's personnel must be parked outside the airport security fence and will not be allowed within the airport security fence at any time.

All vehicles operating on the airport and in the general vicinity of the safety area or in aircraft movement areas must be marked with flashing yellow/amber beacons or orange and white flags during daylight hours. During hours of darkness or low visibility they shall be marked with at least flashing yellow/amber beacons.

Beacons and flags must be maintained to standards and in good working and operational condition. Beacons must be located on the uppermost part of the vehicle structure, visible from any direction, and flash 75 +/- 15 flashes per minute. Flags shall be 3' by 3' with alternating 1' by 1' international orange and white squares, and shall be replaced by the Contractor if they become faded, discolored, or ragged as determined by Airport Operations or the Airport Owner's Representative.

5. Description of Proper Vehicle Operations:

No Contractor's vehicle or pedestrian crossing of active runways or taxiways will be allowed at any time during the work of this Contract, unless otherwise specified. No deviation from the pedestrian and vehicle routes to and from the Project Areas will be allowed unless specific permission has been granted by the Airport Owner.

The ground movement of aircraft shall have the right-of-way at all times, and the Contractor's vehicles and equipment shall yield to aircraft at all times.

6. Required Escorts:

At no time shall active taxiways or taxilanes be crossed by construction equipment without notification and proper approval/clearance from Airport Operations.

7. Situational Awareness:

Aircraft traffic will continue to use existing aprons, and taxiways of the Airport during the time that work under a contract is being performed. The Contractor shall, at all time, conduct the work as to create no hindrance, hazard, or obstacle to aircraft using the Airport.

Vehicle drivers must confirm by personnel observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area

open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

8. Two-way Radio Communication Procedures:

Two-way radio communications are not required between Contractors and Airport Aeronautical Advisory Stations (UNICOM/CTAF). Airport operations will monitor aircraft movements, therefore Contractor will not require radios. Vehicular traffic shall not be allowed in or on an active movement area. Construction personnel may operate in movement areas provided a NOTAM is issued closing the area, and provided that the area is properly marked to prevent incursions.

Escort vehicle drivers must familiarize themselves with ATCT light gun signals. See the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings." This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (See "Signs & Markings Vehicle Dashboard Sticker".) or obtained from the FAA Airports Regional Office.

9. Maintenance of the Secured Area of the Airport.

Airport Owner and contractors must also maintain a high level of security during construction when access points are created in the security fencing to permit construction vehicle access. Temporary gates shall be equipped and/or manned by construction personnel to prevent unauthorized access by vehicles, animals or people. Procedures conforming to Airport security protocols should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. Access shall be made available at all times to all airport emergency vehicles traveling to operations areas within the proximity of the construction work zone.

c. Security.

The Contractor shall be responsible for maintaining security at all access gates used during the project and will be held liable by the Airport Owner for any breach of security. No gate shall be left open. The Contractor shall be required to post a guard at the gate to open and close the gate for personnel and equipment. No gate shall be left open. Guard shall be responsible for ensuring that no unauthorized persons or vehicles enter the secure area. Airport Owner and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates shall be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle.

The Contractor and the Surety shall indemnify and save harmless the Airport Owner, RPR and third party or political subdivision from any and all breaches of security and shall indemnify the Airport Owner for any fines, expenses and damages which it may be obliged to pay by reason of any breach of security resulting from the Contractor's actions at any time during the prosecution of the work. Such breaches of security are subject to fines by the FAA of up to ten thousand dollars (\$10,000) per incident.

3.6 WILDLIFE MANAGEMENT.

Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports.

- a. **Trash.** Food scraps from construction personnel activity must be collected and disposed of at a proper facility.
- b. **Standing water.** Water shall not be allowed to collect and pool for more than any single 24-hour period. Temporary grading may be required to promote drainage during daily operations as well as between work phases.
- c. **Tall grass and seeds.** The use of millet seed in turfing and seeding operations shall not be permitted.
- d. **Poorly maintained fencing and gates.** The Contractor shall maintain a constant secure perimeter to the airfield, including continuous security perimeter fencing and gates (if applicable).
- e. **Disruption of existing wildlife habitat.** Not applicable to this project.

Contractor shall take immediate remedial action to remove wildlife attractants should any occurrence be noted. Contractor shall immediately report to the RPR and Airport Owner should any wildlife congregation be noted, and in particular if mammals enter the airport through the construction gate.

3.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

Special care and measures shall be taken to prevent Foreign Object Debris (FOD) damage when working in an airport environment. Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. The Contractor shall be responsible for implementing an approved FOD Management Plan prior to the start of construction activities. The FOD Management Plan will have procedures for prevention, regular cleanup, and containment of construction material and debris. The Contractor will ensure all vehicles related to the construction project using paved surfaces in the AOA shall be free of any debris that could create a FOD hazard. Special attention will be given to the cleaning of cracks and pavement joints. All taxiways, aprons, and runways must remain clean. Waste containers with attached lids shall be required on construction sites.

Special attention should be given to securing lightweight construction material (concrete insulating blankets, tarps, insulation, etc.). Specific securing procedures and/or chainlink enclosures may be required.

Contractors will provide their own equipment for vehicle and equipment washing and clean up.

Immediate access to a power sweeper is required when construction occurs on any pavement area inside the AOA, unless an appropriate alternative has been approved by the Airport Owner's Representative and Airport Operations Manager.

3.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel, hydraulic fluid, or other chemical fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. To that end, the Contractor is required to develop a spill prevention plan and response procedures for vehicle operations prior to the start of construction activities. This includes maintenance of appropriate MSDS data and appropriate prevention and response equipment on-site.

Fueling Procedures and Spill Recovery Procedures shall be in accordance with California Fire Code, latest edition, and the National Fire Protection Association standard procedures for spill response, latest edition. If fueling is to take place in the staging area, it must be away from catch basins. Contractor must have spill containment kits on site.

In the event of a fuel spill or the spill of other hazardous materials, the Contractor shall immediately notify the Airport Owner and the RPR, the California State Department of Conservation, the Environmental Protection Agency, the Airport Owner and the RPR.

Contractor shall abide by the specific requirements contained in the Technical Specifications of this contract.

3.9 NOTIFICATION OF CONSTRUCTION ACTIVITY.

The following is information and procedures for immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport.

- a. Maintenance of a list of Responsible Representatives/ Point of contact.** A list of responsible representatives and points of contact shall be created by the RPR, the Airport and the Contractor prior to the start of construction. This list shall be compiled as part of the project pre-construction meeting agenda. Procedures will be established to contact all parties, including after regular work hours. Updates will be made to the list throughout the project duration by the RPR. Contractor points of contact shall be incorporated into the contractor's SPCD.
- b. Notices to Airman (NOTAM).** Only the Airport Owner may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway or taxiway. The Airport Owner must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The Airport Owner must file and maintain a list of authorized representatives with the FSS. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the Airport Owner. See Section 3.14 regarding issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

Any NOTAMs for planned airfield closures for this project must be coordinated through the airport manager and the airports duly appointed construction management representative. Reference Section 3.2 for planned closures for this project, which require issuance of a NOTAM.

- c. Emergency Notification Procedures.** In the event of an aircraft emergency, severe weather conditions, or any issue as determined by the Airport that may affect aircraft operations, the Contractor's personnel and/or equipment may be required to immediately vacate the area(s) affected. Points of contact for the various parties involved with the project shall be identified and shared at the pre-construction meeting among the various parties. Emergency points of contact shall be incorporated into the contractor's SPCD.
- d. Coordination with ARFF Personnel.** The Contractor shall coordinate, through the duly appointed airport representative, with ARFF personnel, mutual aid providers and other emergency services if construction requires the following:
- The deactivation and subsequent reactivation of water lines or fire hydrants, or
 - The re-routing, blocking and restoration of emergency access routes, or
 - The use of hazardous materials on the airfield.

Procedures and methods for addressing any planned or emergency response actions on the airfield concerning this project shall be established and implemented prior to the start of construction.

- e. Notification to the FAA.**

1. **Part 77.** Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e. cranes, graders, other equipment) on airports. FAA Form 7460-1, Notice of Proposed Construction or Alteration, is used for this purpose and submitted to the appropriated FAA Airports Regional or District Office. A 7460-1 form for this project has been prepared by the Engineer and submitted to the FAA for using equipment with a maximum height of 15 feet. A new 7460-1 form must be submitted to the FAA for review and comment for any equipment that the Contractor will use which is taller than the equipment used in the above 7460-1 submission. The Airport Owner will be responsible for submitting the new 7460-1 form to the FAA. To that end, the Contractor shall identify the equipment in his SPCD ,including the maximum height it will extended to during construction, the area(s) in which the equipment will be used, and the duration the equipment will be used.
2. **Part 157.** It is not anticipated that Part 157 notifications will be required for this project.
3. **NAVAIDS.** For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDS, contact: 866-432-2622.
 - i. **Airport owned/FAA maintained.** If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.
 - ii. **FAA owned.** The Airport Owner must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDS. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the Airport Owner). Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, through the RPR, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDS. In addition, provide seven days' notice to schedule the actual shutdown.
- f. **Accidents.** The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work. The Contractor must promptly report in writing to the RPR all accidents whatsoever arising out of, or in connection with, the performance for the work, whether on or adjacent to the site which caused death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the RPR and the Airport Owner.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the RPR giving full details of the claims.

3.10 INSPECTION REQUIREMENTS.

- a. **Daily (or more frequent) inspections.** Inspections shall be conducted by the Contractor at least daily, but more frequently if necessary, to ensure conformance with the CSPP. A sample checklist is provided in Appendix 2 of this document. In addition to Contractor's required inspections, airport operations will inspect the construction site three (3) times a day to ensure compliance with the CSPP and the SPCD. The Airport Owner's Representative will have full-time inspectors monitoring activity throughout construction. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

- b. Final inspections.** A final inspection with the Airport Owner's Representative, Airport and Contractor will take place prior to allowing airport operations.

3.11 UNDERGROUND UTILITIES.

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the FAA shall locate all of their underground cables. The Contractor shall locate and/or arrange for the location of all the underground cables. When an underground cable is damaged due to the Contractor's negligence the Contractor shall immediately repair the cable affected at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation. Locations of cabling will be marked prior to beginning excavation.

Prior to opening an excavation, effort shall be made to determine whether underground installation: i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate locations of such an installation, the exact locations shall be determined by careful hand probing or hand digging, and/or use of a vacuum truck, and when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation.

The information concerning underground utilities was compiled from information and sketches furnished by or obtained from utility companies and the Airport. The Airport Owner and the RPR do not guarantee their accuracy. The Contractor is advised to determine the exact locations from the available sources of information or provide his own means of detection. The only case in which the RPR will consider redesign or relocation of a proposed facility in the project is when an existing utility is located within the construction limits. In this case, the RPR will work with the Airport Owner to determine the appropriate action to resolve the conflict. If such relocation is impossible, the RPR will consider re-design or relocation of the proposed facilities. In both cases, Contractor shall be responsible for all underground utilities and shall not be separately compensated for delays or extra cost.

Note that most utility location services do not include locating FAA and Airport Owner facilities, and most will not locate services within the AOA.

3.12 PENALTIES.

Failure on the part of the Contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety or lives of customers and employees at the airport. The Airport may issue warnings on the first offense based upon the circumstances of the incident. Individuals involved in non-compliance violations may be prohibited from working at the airport, pending an investigation of the matter.

Penalties for violations related to airport safety and security procedures will be established by the Airport.

Note: project shutdown or misdemeanor citations may be issued on a first offense. When construction operations are suspended, activity shall not resume until all deficiencies are rectified.

3.13 SPECIAL CONDITIONS.

In the event of an aircraft emergency, the Contractor's personnel and/or equipment may be required to immediately vacate the area. The Contractor will receive notification from airport operations when special conditions require the construction site to be vacated. In any event, extreme care should be exercised should construction personnel identify any ARFF (Airport Rescue and Fire-Fighting) or other emergency or rescue vehicle moving toward the Runway with emergency lights displayed. This will generally mean that an emergency situation is imminent.

Special conditions that could require suspension of the construction work include the following: aircraft in distress, aircraft accident, security breach, VIP operation, vehicle/pedestrian deviation, severe weather, or failing to abide by this Construction Safety and Phasing Plan and/or the Safety Plan Compliance Document.

3.14 RUNWAY AND TAXIWAY VISUAL AIDS.

This topic includes marking, lighting, signs, and visual NAVAIDs. Those areas where aircraft will be operating shall be clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, the Contractor shall inspect and verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs and visual NAVAIDs remain in place and operational.

- a. **General.** Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.

Marking and lighting for a temporary threshold is not required.

Closed runway markings are required. Closed runway markings shall be as shown on the Plans. Barricades, flagging, and flashers are required at the locations and times described in the subsection titled WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS of this Section and shall be supplied by the Contractor. Lighted Closed Runway Markers shall be provided by the Contractor.

- b. **Markings.** Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings, current edition, and the drawings and technical specifications of this project.

1. Closed Runways and Taxiways.

- (a) **Temporarily Closed Runways.** For temporarily closed runways, a lighted X will be placed at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, the lighted X will be located farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway will be marked with a flat yellow X.

- (b) **Temporarily Closed Taxiways.** Barricades will be placed outside the safety area of intersecting taxiways.

- c. **Lighting and visual NAVAIDs.** This paragraph refers to standard runway and taxiway lighting systems. When runway and taxiway lighting fixtures need to be disconnected, disconnect the associated isolation transformers. Alternately, the light fixture may be covered in such a way as to prevent light leakage. Lamp shall not be removed from energized fixtures. Amu above ground

temporary wiring shall be secure, identified, and placed in conduit to prevent electrocution and fire ignition sources. At towered airports certificated under Part 139, holding position signs shall be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, a temporary jumper shall be installed to the taxiway circuit to provide power to the holding position sign for nighttime operations.

(1). Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic. A lighted X shall be used, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note: the lighted X must be illuminated at all times that it is on a runway.) For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, the lighting circuits shall be disconnected or switches secured to prevent inadvertent activation. Stop bars shall be activated, if available.

(2). Temporarily Closed Taxiways. If possible, the taxiway lighting circuits will be deactivated. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), the closed portion shall be temporarily disconnected and a temporary jumper will be installed to keep the remaining circuit active. An alternative is to cover the light fixtures in the closed area in a way as to prevent light leakage.

d. Signs. Signs must be in conformance with AC 150/5345-44, Specification for Runway and Taxiway Signs and AC 150/5340-18, Standard for Airport Sign Systems, current edition.

(1). Existing Signs. Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

3.15 MARKING AND SIGNS FOR ACCESS ROUTES.

Location of haul routes on the airport site shall be as specified in the project drawing set and as provided graphically in the attached exhibits, reference Appendix 1. It shall be the Contractor's responsibility to coordinate off-site haul routes with the appropriate owner who has jurisdiction over the affected route. The haul routes, to the extent possible, shall be marked and signed in accordance with FAA airfield signage requirements, the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or state highway specifications, as applicable.

3.16 HAZARD MARKING, LIGHTING AND SIGNING.

a. Purpose. Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP specifies prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting is also specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also included are markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

b. Equipment.

- (1). Barricades.** Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. Gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. Barricades intended to exclude pedestrians must be continuously linked.
- (2) Lights.** Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.
- (3) Supplement Barricades with Signs (for example) As Necessary.** Examples are “No Entry” and “No Vehicles.”
- (4). Air Operations Area – General.** Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway/taxilane safety area, or apron must be no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground.
- (5). Air Operations Area – Runway/Taxiway Intersections.** Use highly reflective barricades with lights to close taxiways leading to closed runways. Close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.
- (6). Air Operations Area – Other.** Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.
- (7). Maintenance.** The contractor is required to maintain the hazard markings, lighting and signing and to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person’s information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

3.17 WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION. Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. All support equipment, except haul trucks, should be equipped with artificial illumination to safely illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding

effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways. The Owner and the ATCT shall approve the location of and aiming of lighting equipment before it is used.

3.18 PROTECTION OF AIRFIELD AREAS.

Safety area encroachments, improper ground vehicle operations and unmarked or uncovered holes and trenches in the vicinity of aircraft operation surfaces and construction areas are the three most recurring threats to safety during construction. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces shall be a standing requirement for the duration of construction operations.

- a. **Runway Safety Area (RSA).** A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway by aircraft.

Runway	Aircraft Design Group	RSA Distance from Centerline		RSA Width	RSA Length from End of Runway
		RSA	Holdline		
12-30	B-II	200 ft.	175 ft.	150 ft.	300 ft.

No construction may occur within the existing RSA while the runway is open. Any construction between RSA and Holdline must be approved with Airport Operations prior to starting work.

The Airport Owner must coordinate any adjustment of RSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

Open trenches or excavations are not permitted within the RSA while the runway is open. The Contractor must backfill trenches before the runway is opened. Coverings are not allowed in runway safety areas. There shall be no stockpiled materials or equipment stored within the limits of the RSA.

After the Runway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the Airport Owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

- b. **Runway Object Free Area (ROFA).** Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

Runway	Aircraft Design Group	ROFA Distance from Centerline	ROFA Width	ROFA Length from End of Runway
12-30	B-II	250 ft.	500 ft.	300 ft.

- c. **Taxiway Safety Area (TSA).** The taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. No construction may occur within the TSA while the taxiway is open for aircraft operations.

Taxiway	Aircraft Design Group	TSA Distance from Centerline	TSA Width
All	2	39.5 ft.	79 ft.

Open trenches or excavations are not permitted within the TSA while the taxiway is open. The Contractor must backfill trenches before the taxiway is opened. Coverings are not allowed in taxiway safety areas.

The Airport Owner must coordinate any adjustment of TSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

After the Taxiway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the Airport Owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

- d. **Taxiway Object Free Area (TOFA).** Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway/taxilane object free area during normal operations. Thus the restrictions are more stringent. No construction equipment may be parked within the TOFA while the taxiway/taxilane is open for aircraft operations.

Construction activity may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:

1. Taxiing speed is limited to 10 mph.
2. Appropriate NOTAMs are issued.
3. Marking and lighting meeting the provisions above are implemented.
4. Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.
5. Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel.

Taxiway	Aircraft Design Group	TOFA Distance from Centerline	TOFA Width
All	2	65.5 ft.	131 ft.

- e. **Obstacle Free Zone (OFZ).** Construction personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. The OFZ is a defined volume of airspace centered about and above the runway centerline.
- f. **Runway approach/departure surfaces.** All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the Airport Owner with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

Runway End	Aircraft Approach Category	Airplane Design Group	Minimum Safety Area Behind Threshold	Minimum Unobstructed Approach Slope
12	B	II	300'	20:1 to threshold
30	B	II	300'	20:1 to threshold

3.19 OTHER LIMITATIONS ON CONSTRUCTION.

- a. **Prohibitions.** The following prohibitions are in effect for the duration of this project:
 1. No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
 2. No use of open flame welding or torches unless fire safety precautions are provided and the Airport Owner has approved their use.
 3. No use of electrical blasting caps or explosives of any kind on or within 1,000 ft (300 m) of the airport property.
- b. **Restrictions.**
 1. Construction suspension required during specific airport operations: Not Applicable
 2. Areas that cannot be worked on simultaneously: Not Applicable
 3. Day or night construction restrictions: Not Applicable
 4. Seasonal Construction Restrictions: Not Applicable
 5. Temporary signs not approved by the airport operator.

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APPENDIX 1

LOCATION MAP

(Sheet GI-001 of the Contract Drawings)

GENERAL PLAN

(Sheet GI-101 of the Contract Drawings)

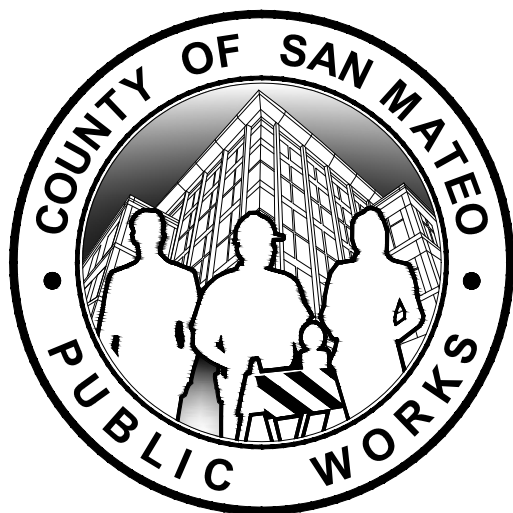
CONSTRUCTION SAFETY DRAWINGS

(Sheets GC-101 of the Contract Drawings)

CONSTRUCTION SAFETY DETAILS

(Sheet GC-501 of the Contract Drawings)

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**CONTRACT DRAWINGS
FOR THE CONSTRUCTION OF**

**HALF MOON BAY AIRPORT
RUNWAY PAVEMENT PRESERVATION**

**COUNTY PROJECT NO. AH026
PROJECT FILE NO. E5076000
FEDERAL AVIATION ADMINISTRATION
(FAA) AIP PROJECT 3-06-0097-017-2021**

**SAN MATEO COUNTY
STATE OF CALIFORNIA**

MARCH 2023



LOCATION MAP
NOT TO SCALE

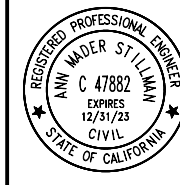
TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF THE
PLANS AND SPECIFICATIONS FOR THIS PROJECT ARE IN
COMPLIANCE WITH THE BUILDING CODE OF THE STATE OF CALIFORNIA

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED
UNDER THE APPROVED REVISION PROCESS



APPROVED: _____
DATE: _____
ANN MADER STILLMAN,
DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2023

APPROVED: _____
DATE: _____



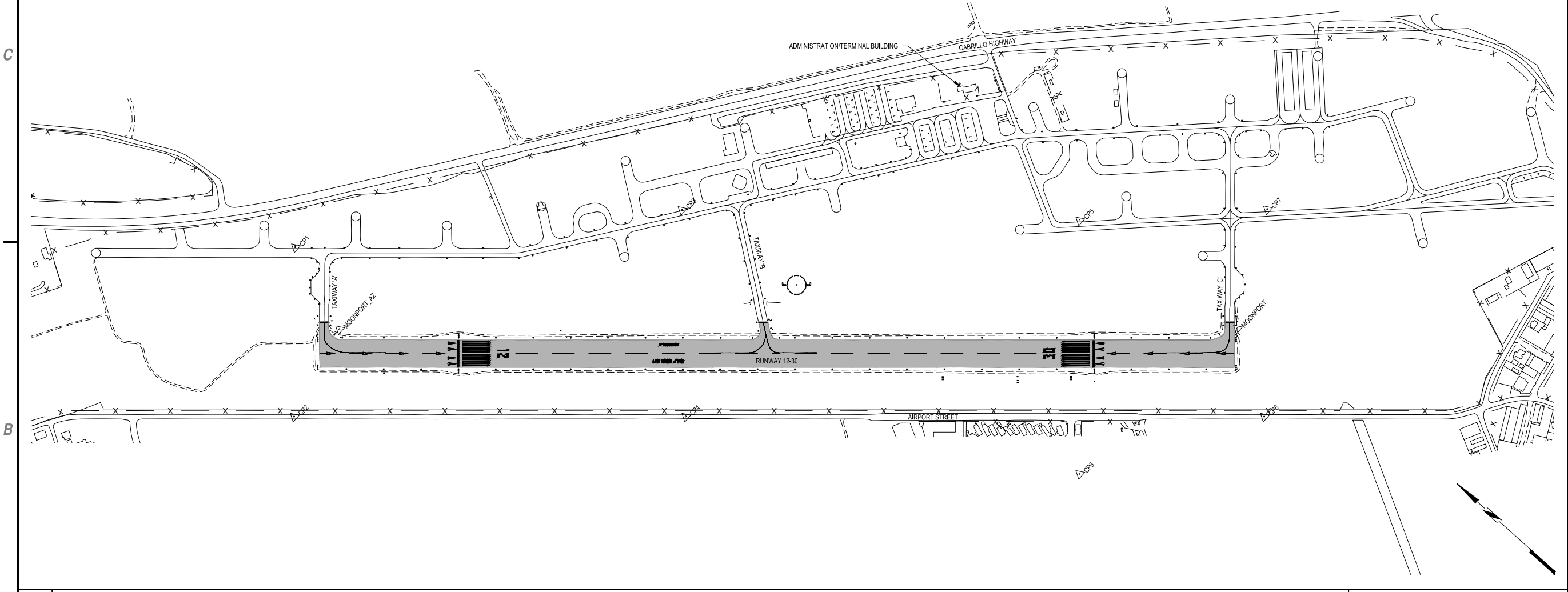
APPROVED: _____
 DATE: _____
 ANN MADER STILLMAN,
 DIRECTOR OF PUBLIC WORKS
 R. C. E. # 47882 / EXPIRES 12-31-2023



C&S Engineers, Inc.
 7801 Folsom Boulevard, Suite 210
 Sacramento, California 95826
 Phone: 916-364-1470
 www.cscos.com



COUNTY OF SAN MATEO
 HALF MOON BAY AIRPORT
 RUNWAY PAVEMENT PRESERVATION



B1 GENERAL PLAN
 SCALE: 1" = 300'



CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2017973.360	5979971.219	70.315	CP 1
2	2017360.109	5979276.720	67.309	CP 2
3	2016535.198	5981533.480	48.436	CP 3
4	2015765.805	5980705.275	43.048	CP 4
5	2014877.629	5982941.196	44.754	CP 5
6	2013952.775	5981908.880	27.888	CP 6
7	2014153.969	5983671.380	36.693	CP 7
8	2013409.923	5982815.401	25.462	CP 8
9	2013840.938	5983076.398	32.530	MOONPORT
10	2017494.622	5979798.299	65.310	MOONPORT_AZ
11	2010031.438	6003477.863	795.470	OXMT
12	2020946.708	5983186.045	345.330	P177
13	2011448.049	5988536.908	56.011	HM11

A1 CONTROL POINTS/SITE BENCHMARKS TABLE
 SCALE: NOT TO SCALE



A2 LEGEND
 SCALE: NOT TO SCALE

1. THE TOPOGRAPHIC FEATURES SHOWN HEREON WERE COMPILED FROM TOPOGRAPHIC SURVEY PERFORMED BY R.E.Y. ENGINEERING, INC. DATED AUGUST 10, 2021.
2. CONTRACTOR SHALL PROTECT ALL CONTROL POINTS. IF DISTURBED, THE CONTRACTOR SHALL REESTABLISH AT THEIR COST.

BASIS OF COORDINATES
 COORDINATES SHOWN HEREON ARE IN TERMS OF NAD83, EPOCH 2010.0, CALIFORNIA STATE PLANE COORDINATE ZONE 3.

BASIS OF ELEVATIONS
 ELEVATIONS SHOWN HEREON ARE IN TERMS OF NAVD88.

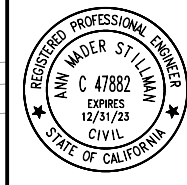
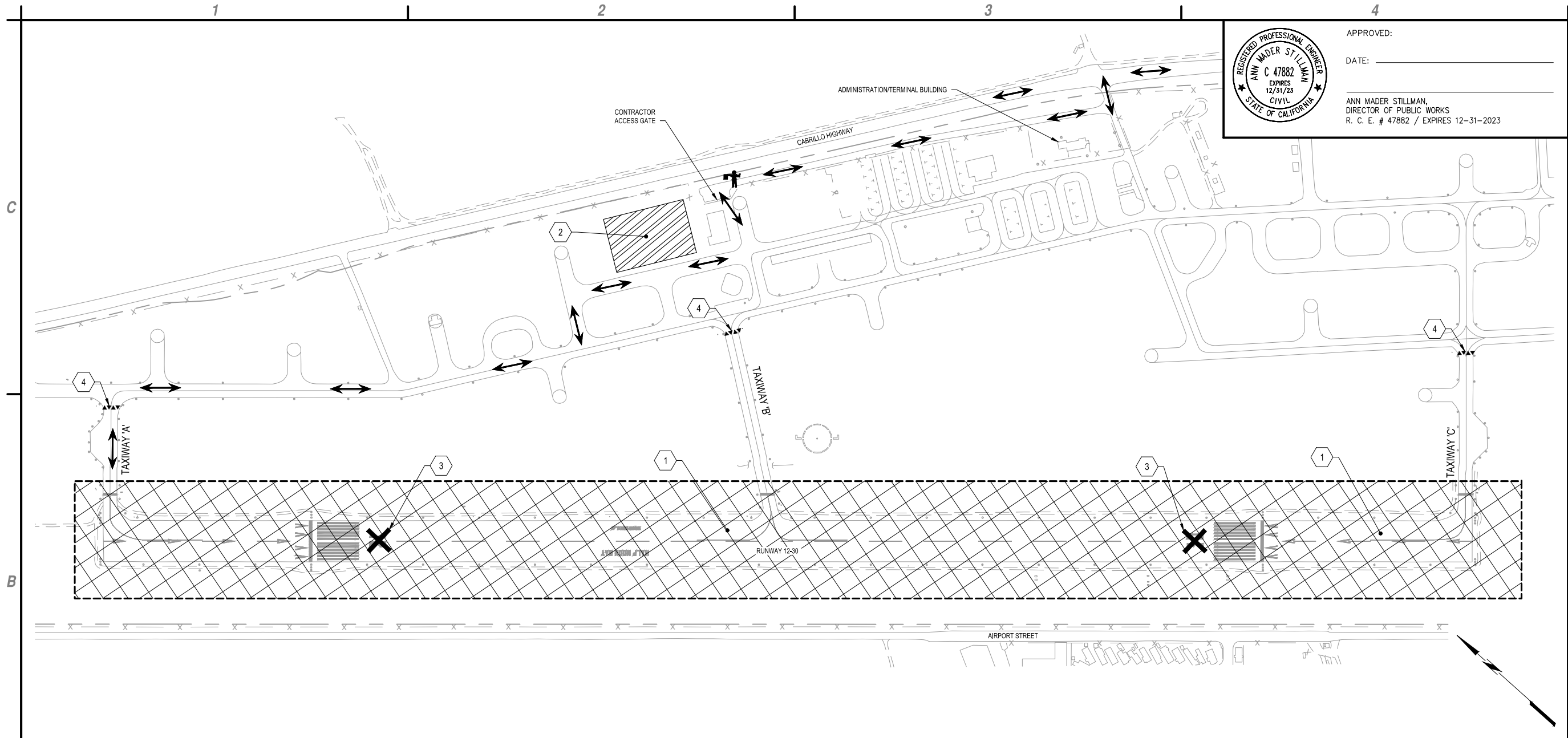
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Mar 06, 2023 - 8:42pm - 8:42pm - P:\Project\16 - San Mateo County\16.003.003 - Half Moon Bay Runway Pavement Preservation - Files\16.003.003.3 - GENERAL PLAN.dwg

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO: E5076000		
DATE: MARCH 2023		
DRAWN BY: STB		
DESIGNED BY: C/JG		
CHECKED BY: RDG		

GENERAL PLAN
 AND
 SURVEY CONTROL

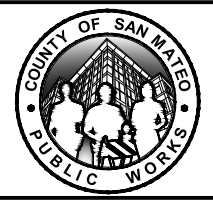
GI-101



APPROVED: _____
 DATE: _____
 ANN MADER STILLMAN,
 DIRECTOR OF PUBLIC WORKS
 R. C. E. # 47882 / EXPIRES 12-31-2023

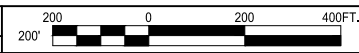


C&S Engineers, Inc.
 7801 Folsom Boulevard, Suite 210
 Sacramento, California 95826
 Phone: 916-364-1470
 www.cscos.com



COUNTY OF SAN MATEO
 HALF MOON BAY AIRPORT
 RUNWAY PAVEMENT PRESERVATION

B1 CONSTRUCTION SAFETY PHASING PLAN
 SCALE: 1" = 200'



- A1** KEYED NOTES
 SCALE: NOT TO SCALE
- 1 WORK AREA "A"
 - 2 CONTRACTOR'S STAGING AREA
 - 3 LIGHTED RUNWAY CLOSURE MARKER, PER DETAIL A1/GC-501
 - 4 BARRICADE LOCATION, PER DETAIL A2/GC-501

A2 LEGEND
 SCALE: NOT TO SCALE

-----	WORK AREA LIMIT
▲▲▲▲▲▲▲▲	LOW PROFILE BARRICADES
X	LIGHTED RUNWAY CLOSURE MARKER
[Hatched Box]	WORK AREA
[Diagonal Lines Box]	CONTRACTOR'S STAGING AREA
↔	CONTRACTOR'S ACCESS ROUTE
†	CONTRACTOR'S FLAG PERSON

- A3** GENERAL NOTES
 SCALE: NOT TO SCALE
1. THE WORK AREA ENTRANCE WILL BE THE EXISTING NORTH ACCESS GATE VIA CABRILLO HIGHWAY ON THE NORTH-EAST END OF THE AIRPORT PROPERTY, AND IT MUST BE MANNED BY A FLAG PERSON TO MAINTAIN THE SECURITY OF THE AIRPORT AT ALL TIMES THE GATE IS OPENED OR UNLOCKED.
 2. THE STAGING AREA WILL BE LOCATED AT THE NORTH-EAST END OF THE AIRPORT PROPERTY NEAR THE ACCESS GATE.
 3. THE RUNWAY AND ALL TAXIWAY CONNECTORS WILL BE CLOSED FOR ALL WORK IN THIS AREA FOR 9 CALENDAR DAYS (7 DAYS FOR MARKINGS REMOVAL, SEAL COAT RELATED WORK AND TEMPORARY STRIPING; 2 DAYS TO COMPLETE FINAL MARKING AFTER 30 DAY CURE TIME. THE RUNWAY AND ALL TAXIWAYS WILL BE OPENED DURING THE 30 DAY CURE TIME.
 4. ANY DAMAGE TO EXISTING ROADS SHALL BE REPAIRED IMMEDIATELY AT CONTRACTOR'S EXPENSE.

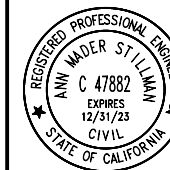
A4 NOT USED
 SCALE: NOT TO SCALE

Mar 06, 2023 - 8:43pm - F:\Projects\116 - San Mateo County\116.003.003 - Half Moon Bay Runway Pavement Preservation\Drawings\Sheet - Files\116.003.003_4_CSP.dwg

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO:		E5076000
DATE:		MARCH 2023
DRAWN BY:		STB
DESIGNED BY:		CJG
CHECKED BY:		RDG

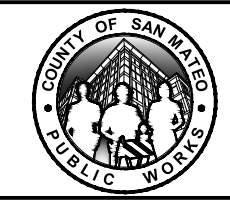
CONSTRUCTION SAFETY PHASING PLAN

GC-101



APPROVED: _____
 DATE: _____
 ANN MADER STILLMAN,
 DIRECTOR OF PUBLIC WORKS
 R. C. E. # 47882 / EXPIRES 12-31-2023

C&S Engineers, Inc.
 7801 Folsom Boulevard, Suite 210
 Sacramento, California 95826
 Phone: 916-364-1470
 www.cscos.com



COUNTY OF SAN MATEO
HALF MOON BAY AIRPORT
RUNWAY PAVEMENT PRESERVATION

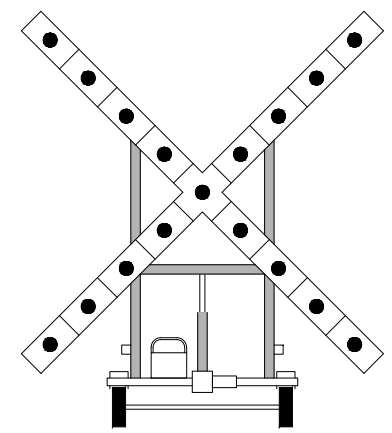
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MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO:		E5076000
DATE:		MARCH 2023
DRAWN BY:		STB
DESIGNED BY:		CJG
CHECKED BY:		RDG

CONSTRUCTION
SAFETY
PHASING DETAILS

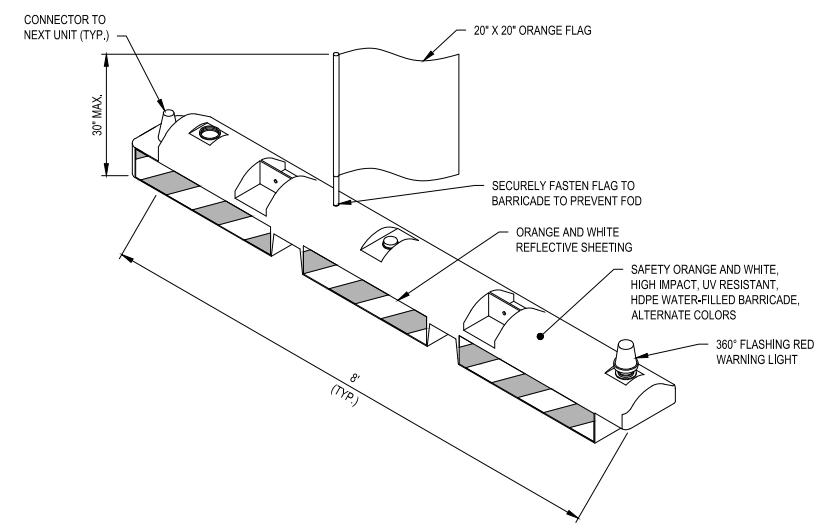
GC-501

B1 NOT USED
 SCALE: NOT TO SCALE



NOTE:
 LIGHTED RUNWAY CLOSURE MARKERS SHALL BE PROVIDED BY AND MAINTAINED BY THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR FUELING AND ALL MAINTENANCE REQUIRED DURING CONSTRUCTION. COST SHALL BE INCLUDED IN ITEM C-106.

A1 LIGHTED RUNWAY CLOSURE MARKER, ITEM C-106
 SCALE: NOT TO SCALE



- BARRICADE NOTES:**
- BARRICADES SHALL BE 6' X 8' AIRPORT LOW PROFILE BARRICADE AS MANUFACTURED BY NEUBERT AERO CORP., OR 10' X 8' RRM LOW PROFILE AIRPORT BARRIER AS MANUFACTURED BY SHERWIN INDUSTRIES, INC., OR APPROVED EQUAL.
 - BARRICADES SHALL EXTEND TO EDGES OF PAVEMENT UNLESS OTHERWISE SHOWN. EXACT LOCATIONS SHALL BE DETERMINED DURING CONSTRUCTION.
 - BARRICADES SHALL BE FILLED WITH WATER AND INTERLOCKED WITH EACH OTHER. BARRICADES WHICH HAVE TO BE MOVED DAILY MAY BE ANCHORED TO THE PAVEMENT BY AN ALTERNATE METHOD.
 - ONE FLAG AND ONE WARNING LIGHT SHALL BE ATTACHED TO EACH BARRICADE.
 - IN AREAS OF JET BLAST, USE METAL STRAPS AND EXPANSION ANCHORS TO SECURE BARRICADES TO THE PAVEMENT.
 - ALL LOW PROFILE BARRICADES SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR.

A2 INTERLOCKING BARRICADE DETAIL, ITEM C-106
 SCALE: NOT TO SCALE

A4 NOT USED
 SCALE: NOT TO SCALE

APPENDIX 2

CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

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Construction Project Daily Safety Inspection Checklist

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety Area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovers holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the Contractor may use to aid in identifying and correcting potentially hazardous conditions.

Potentially Hazardous Conditions

Item	Action Required	or	None
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.			<input type="checkbox"/>
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.			<input type="checkbox"/>
Runway resurfacing projects resulting in lips exceeding 3 inches from pavement edges and ends.			<input type="checkbox"/>
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.			<input type="checkbox"/>
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.			<input type="checkbox"/>
Tall and especially relatively low visibility units (that is, equipment with slim profiles) –cranes, drills, and similar objects—located in critical areas, such as OFZ and approach zones.			<input type="checkbox"/>
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on an apron, open taxiway, or open taxi lane or in related safety, approach, or departure area.			<input type="checkbox"/>

Item	Action Required	or	None
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.			<input type="checkbox"/>
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.			<input type="checkbox"/>
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.			<input type="checkbox"/>
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.			
Obliterated or faded temporary markings on active operational areas.			<input type="checkbox"/>
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.			<input type="checkbox"/>
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.			<input type="checkbox"/>
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.			<input type="checkbox"/>
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.			

Item	Action Required	or	None
Lack of radio communications with construction vehicles in airport movement areas.			<input type="checkbox"/>
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.			<input type="checkbox"/>
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.			<input type="checkbox"/>
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.			<input type="checkbox"/>
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).			
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.			<input type="checkbox"/>
Failure to control dust. Consider limiting the amount of area from which the Contractor is allowed to strip turf.			<input type="checkbox"/>
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.			<input type="checkbox"/>
Site burning, which can cause possible obscuration.			<input type="checkbox"/>
Construction work taking place outside of designated work areas and out of phase.			<input type="checkbox"/>

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APPENDIX 3

CONTRACTORS SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

(The SPCD Certification is located in the Proposal Section)

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SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

Project Location: County of San Mateo, California

Project Name: Half Moon Bay Airport Runway Pavement Preservation Project

General Statement:

The Construction Safety and Phasing Plan (CSPP), identified as Attachment “A” to Section 70-08, has been prepared in accordance with FAA Advisory Circular 150/5370-2G, *Operational Safety on Airports During Construction and the requirements of the Airport Owner*. The CSPP has been submitted to the FAA for review and comment. Any comments from the FAA which were received prior to bid opening have been incorporated into the CSPP.

In the event that the FAA transmits comments which require that the CSPP be revised after bid opening, I understand that I am obligated to abide by the conditions and statements contained in the revised CSPP. I further understand that I will be given the opportunity to evaluate the revised CSPP as it relates to my contract and request appropriate compensation in accordance with the provisions of the contract.

Supplemental Information:

Where the CSPP covers a subject and no additional information is needed, the statement below reads, “No supplemental information required”. Where additional information is required by the Contractor, the information shall be provided in the spaces below.

The section numbers below correspond with the section numbers in the CSPP.

3.1 Coordination

Statement: [Explain how you will distribute information and details of meetings to employees and subcontractors.]

3.2 Phasing

Statement: [List the number of days each Work Area will take. State the time day work will start and finish for each work area.]

3.3 Areas and operations affected by the construction activity

Statement: Information is provided in the CSPP. No supplemental information is required.

3.4 Protection of NAVAIDs

Statement: Information is provided in the CSPP. No supplemental information is required.

3.5 Contractor Access

Security Statement: [Explain how you will maintain integrity of the airport security fence at the access gate, e.g.: Gate guards, closed and locked gates, temporary fencing, etc.]

Training Statement: [List individuals who will receive driver training (for certificated airports and as requested.)]

Communication Statement: [Identify types of radios, if any, you will use to communicate with drivers and personnel. Identify who will be monitoring radios. Identify a contact person and phone number if ATCT cannot reach the contractor's designated person by radio.]

Escort Statement: [Identify who will escort material delivery vehicles.]

3.6 Wildlife Management

Statement: [Identify who will be monitoring wildlife in the construction area. Identify who will be monitoring wildlife at the construction gate.]

3.7 Foreign Object Debris (FOD) Management

Statement: [Identify who will be preparing a FOD Management Plan. (Plan must be approved prior to the start of construction activities.)]

3.8 Hazardous material (HAZMAT) management

Statement: [Identify who will be preparing a Spill Prevention Plan. (Plan must be approved prior to the start of construction activities.)]

3.9 Notification of construction activities. Provide the following:

Key Personnel Statement: [Identify your key personnel points of contact with phone numbers.]

Emergency Contacts Statement: [Identify your emergency contacts with 24 hour phone numbers.]

Equipment Statement: [Part 77: Identify equipment you will be using that is taller than feet, including on-site batch plants. Identify the maximum height it will be extended to during construction for each Work Area and the expected duration. Identify when during the day it will be used.]

3.10 Inspection requirements.

Statement: [Identify the person who will be responsible for daily inspections to ensure conformance with the CSPP. Describe additional inspections you will employ, if any, to ensure conformance.]

3.11 Underground utilities.

Statement: [Discuss proposed methods of identifying and protecting underground utilities.]

3.12 Penalties

Statement: Information is provided in the CSPP. No supplemental information is required.

3.13 Special conditions.

Statement: [Identify who will be responsible for moving equipment and personnel from the work area and vacating the area in the event of a special condition listed in the CSPP.]

3.14 Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs.

Statement: Information is provided in the CSPP. No supplemental information is required.

3.15 Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.

Statement: Information is provided in the CSPP. No supplemental information is required.

3.16 Hazard marking and lighting.

Statement: [Identify who will be responsible for maintaining hazard marking and lighting. Include a 24 hour phone number.]

3.17 Protection of taxiway and runway safety areas. Include object free areas, obstacle free zones, approach/departure surfaces and safety areas as required. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:

Equipment and methods for maintaining Taxiway/Taxilane Safety Area standards.

Statement: Information is provided in the CSPP. No supplemental information is required.

Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

Statement: Information is provided in the CSPP. No supplemental information is required.

3.18 Other limitations on construction.

Other limitations are identified in the CSPP and do not require an entry in this document.

APPENDIX 4
SPOIL DEPOSITION RELEASE FORM

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SPOILS DEPOSITION RELEASE FORM

To: County of San Mateo, California (AIRPORT OWNER), and C&S Engineers, Inc., (RPR).

Project: Half Moon Bay Airport Runway Pavement Preservation Project

This SPOILS DEPOSITION RELEASE FORM is being forwarded to the above referenced AIRPORT OWNER and RPR to satisfy the Contract Documents governing the above referenced project. Pursuant to the Contract Documents, LANDOWNER has granted permission to CONTRACTOR to deposit spoils at LANDOWNER'S property located at _____
_____ (give specific location).

Further, CONTRACTOR hereby agrees to the greatest extent of the law, to release, indemnify, hold harmless, and defend the AIRPORT OWNER and RPR from any and all damage, liability, or cost (including reasonable attorney's fees and cost of defense) to the extent caused by or arising out of the deposition of the spoils on LANDOWNER'S property.

CONTRACTOR:

LANDOWNER:

Signature

Signature

Written Name & Title

Written Name & Title

Company Name

Company Name

Mailing Address (Street Name and Number)

Mailing Address (Street Name and Number)

City, State, Zip Code

City, State, Zip Code

Daytime Phone Number (Include Area Code)

Daytime Phone Number (Include Area Code)

Date

Date

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Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 30 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within ten (10) days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised

schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

See Appendix "A" to Section 70-08 - Construction Safety and Phasing Plan (CSPP) at the end of Section 70.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the

Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows in Section 80-07.1.

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For contract time based on calendar days or completion date, each calendar day that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Per Calendar Day	Allowed Construction Time
Phase 1	\$2,000	7 Calendar Days
Phase 2	\$2,000	2 Calendar Days

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Term	Description
<p align="center">Scales</p>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<p align="center">Rental Equipment</p>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<p align="center">Pay Quantities</p>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

i. The Owner and Engineer will perform a warranty inspection with the Contractor approximately three (3) months before the end of the one year warranty period.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s). The Contractor shall prepare a project O&M Manual for the Owner. The O&M Manual shall consist of approved certification submittals, approved shop and setting drawing submittals, approved catalogue data submittals, circuit test results in accordance with Item L-108, and O&M Manuals for equipment installed that have operating procedures and/or maintenance requirements associated with them. The O&M manual shall be neatly bound in a properly sized 3-ring binder and tabbed by specification section. The O&M Manual shall be submitted to the Engineer prior to final payment to facilitate project closeout.

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

m. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) from the Prime Contractor.

n. Contractor's Affidavit of Release of Liens (AIA Document G706A) from the Prime Contractor.

o. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) from each subcontractor.

p. Contractor's Affidavit of Release of Liens (AIA Document G706A) from each subcontractor.

q. Consent of Surety to Final Payment (AIA Document G707) from the Prime Contractor.

END OF SECTION 90

Special Provisions to the General Provisions

SP 20-16 Addenda and interpretation. No interpretation of the meaning of the Contract Documents, Contract Drawings or other portions of the Contract will be made orally. Every request for such interpretation must be in writing via email to Sina Oshaghi (aoshaghi@smcgov.org) or Wency Ng (wng@smcgov.org) with County of San Mateo Department of Public Works, and to be given consideration must be received at the above address at least seven (7) days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, when issued, will be sent by email with return receipt requested to all holders of Contract Documents at the respective addresses furnished for such purposes, not later than twenty-four (24) hours prior to the date fixed for the opening of bids. Failure of any Bidder to receive or retrieve any such addenda or interpretation shall not relieve said Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract.

SP 30-09 Conformed Contract Documents. Not Used.

SP 30-10 Issued for Construction Contract Documents. Issued for Construction (IFC) Contract Documents will be distributed prior to the start of construction. The IFC contract documents consist of the Conformed Contract Documents and the Contract Drawings. The IFC Contract Documents will include a copy of the executed Form of Contract. The original filled out and signed Form of Contract will be kept on file with the Owner or Engineer. The IFC Construction Drawings will incorporate any changes made by addendum during the bidding process.

The cover of the Contract Documents will be labeled “Conformed Contract” and “Issued for Construction”. The title sheet of the Contract Drawings will be labeled “Issued for Construction”.

SP 50-17 Additional Survey Requirements.

A. This work shall consist of providing all necessary survey work to establish, spatially position, and verify the locations of existing and proposed features and measure quantities of items in accordance with the contract documents or as directed by the RPR. This work includes but is not limited to the establishment, reestablishment or localization of primary and secondary control, the stakeout or layout of proposed features, the initialization, calibration and navigation of automated equipment operations, the location or verification of existing or of constructed features, the verification of geospatial data for proposed construction work and the coordination and sharing of survey data with the RPR.

The Contractor shall be responsible for trimming trees, brush and other objects from survey lines in advance of all survey work to permit accurate and unimpeded work by the survey crews.

B. Survey Reference Points.

1. Existing horizontal and vertical control points for the Project are those designated on drawings or as determined from investigation of the existing conditions.
2. Locate and protect control points prior to starting Site Work and preserve permanent reference points during construction.
 - a. Make no changes or relocations without prior approval of the RPR.
 - b. Report to RPR when reference point is lost, destroyed or requires relocation because of necessary changes in grades or locations.

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- c. Replace Project control points, which may be lost or destroyed. Airport control points shall be replaced in accordance with their requirements.
 - d. Existing property corners, markers, stakes, iron pins, and survey monuments defining property lines which have a high probability of being disturbed during construction shall be properly tied into fixed reference points before being disturbed. If disturbed, they shall be accurately reset in their proper position upon completion of the work.

C. Project Layout Requirements.

1. Establish a sufficient number of permanent bench marks on Site, as may be required, referenced to data established by survey control points. Record locations of benchmarks with horizontal and vertical data on Project Record Documents.
2. From established control points, layout all Work by establishing all lines and grades at Site necessary to control Work. Contractor shall be responsible for all measurements that may be required for execution of Work to location and limit marks prescribed in appropriate Specification Sections or on Contract Drawings.
3. Furnish, at contractor expense, all such stakes, steel pins, equipment, tools and material and labor that may be required in laying out Work control points.
4. Establish lines and levels. Locate and layout by instrumentation and similar appropriate means:
 - a. Verify property, grades, lines, levels and dimensions indicated.
 - b. Site Improvements
 - 1) Provide stakes for grading, fill and topsoil placement.
 - 2) Layout utility slopes and invert elevations.
 - 3) Layout limits of pavement demolition and proposed pavement.
4. Verify and coordinate in field all existing and proposed underground components including civil, structural, utilities and other components prior to initiation of the Work. Advise RPR and/or FAA of any conflicts or discrepancies.

D. Documents.

1. Submit name, address and contact information of Surveyor to RPR.
2. On request of the RPR, submit documentation to certify accuracy of construction survey and stakeout work and compliance with Contract Documents.
3. Submit certificate signed by licensed surveyor certifying that elevations and locations of improvements are in conformance with Contract Documents. Should any work be in non-conformance with Contract Documents, Contractor shall identify all such non-conformance in the certificate.
4. Standards and Availability: Data and other measurements shall be recorded in accordance with standard and approved methods. All field notes, sketches, recordings, and computations in establishing above horizontal and vertical control points shall be available at all times during progress of Work for ready examination by RPR.
5. Maintain complete and accurate record data on underground utilities and obstructions, new and existing, encountered in execution of Work. Record data on Project Record Documents.
6. On completion of major site improvements, prepare certified survey showing dimensions, locations, angles, and elevations of construction.

E. GPS Inspection Unit. Section not used.

F. Computer Aided Drafting & Design (CADD) and 3D Surface files. This project was developed using three-dimensional design software. After award and upon request, the successful bidder will be provided CADD files developed from AutoCAD, and 3D surface files for use. The surface files will be provided for the existing grade, finished grade, and other applicable design surface models. In addition, survey control for the project will be provided in electronic format and the alignments will be provided in XML format. The files may be used for survey and stakeout of the project, but may not be manipulated. A single CADD file will be provided as well, including 2D and 3D information.

The following 3D surfaces will be provided:

<u>SURFACE</u>	<u>DESCRIPTION</u>
Overall Project Site Existing Grade	3D surface of project site overall existing grade elevations per topographic survey prior to construction.
Stripping Surface	3D surface representation of grade after stripping of existing topsoil on-site.
Pavement Removal Surface	3D surface representation of grade after removal of existing pavement.
Milling Surface	3D surface representation of the existing grade after proposed cold and variable milling.
True & Level Course	3D surface representation of the surface after placement of proposed true and leveling course.
Proposed Finished Grade	3D surface representation of the project site overall proposed finished grade elevations per project design. This surface includes pavement and turf grades.
Proposed Subgrade	3D surface representation of the subgrade surface prior to constructing the pavement section and placing topsoil.

The following 2D CADD files will be provided:

<u>FILE</u>	<u>DESCRIPTION</u>
Existing Base Map	Existing topographic features, limits of pavement, physical features, existing contours, equipment, structures, lights, signs, known utilities, fence, pipes, and conduits, buildings, etc.
Proposed	Proposed work including alignments, survey data, work phasing limits, limits of demolition, limits of pavement, physical features, proposed contours, equipment, structures, pavement marking, lights, signs, utilities, fence, pipes, and conduits, and buildings.

Unless otherwise shown on the Plans, the Contractor shall assume that the origin of proposed CAD symbols is at the center of the location of the feature. CAD symbols which are not at the center of origin include the following:

<u>Symbol</u>	<u>Origin</u>
Guidance Signs	Longitudinal center at end of sign closest to pavement edge.
PAPI System	Face of PAPI unit at center of PAPI box.
Approach Lights	Front face of lamp at center of light or light group.

The files were developed for the design and depiction of various 2D features (existing and proposed) and 3D features of existing, proposed, and subgrade surfaces. The surface files are depicted on the Contract Drawings in the form of contours, profiles, typical sections, spot elevations, tables, and other details. The surface file of the existing surface is the database of points from the design topographic survey. The surface files of the other surfaces are the database of points for the surfaces used to design the project.

The Owner allows use of the CADD and surface files in the performance of its work and services on the project with the following terms and conditions:

1. That the Owner does not warrant or guarantee the information and data in the CADD and surface files and any accompanying documentation as a substitute for the sound judgment of the Contractor.
2. That the Contractor desires to make use of the CADD and surface files in conjunction with the Work to be provided to the Owner for the subject project.
3. That the Contractor has no rights to the information and data contained in the CADD and surface files or any translated or converted form of these files. The transfer shall not be considered to convey any proprietary interest in the information and data in the CADD and surface files or any translated or converted form of these files or subsequent version thereof.
4. That the information and data contained in the CADD and surface files or in any translated or converted form of these files shall not be used by the Contractor on any other project.
5. That the Contractor may not copy, distribute, sell, rent, sublicense or lease the CADD and surface files or any translated or converted form of these files or any accompanying documentation.
6. That no information or data contained in the CADD and surface files or any translated or converted form of these files shall be transferred in any electronic form without written permission of the Owner.
7. That after completion of the Work by the Contractor as part of this project, the Contractor shall remove the information and data contained in the CADD and surface files, or any translated or converted form of these files, from all of its electronic data processing systems. No electronic copies of the information and data contained in the CADD and surface files or any translated or converted form of these files shall be retained by the Contractor.
8. That the Contractor shall take all steps reasonably necessary to protect the CADD and surface files, or any translated or converted form of these files, from theft or use in a manner inconsistent with these terms and conditions.
9. That the Owner may terminate these terms and conditions at any time and the Contractor shall immediately remove the CADD and surface files, or any translated or converted form of these files, from their electronic data processing systems upon demand of the Owner.
10. That the Owner retains all rights not expressly granted. Nothing in these terms and conditions constitutes a waiver of the Owner's rights under any federal or state law.
11. That the Owner excludes any and all implied warranties, including warranties of merchantability and fitness for a particular purpose, and limits the Contractor's remedy to return of the CADD and surface files and documentation to the Owner for replacement.
12. That the Owner makes no warranty or representation, either express or implied, with respect to the CADD and surface files or accompanying documentation, including their quality, performance, merchantability, or fitness for a particular purpose. The CADD and surface

files and documentation are provided “as is” and the Contractor assumes the entire risk as to their quality and performance.

13. That the Owner shall not be liable for any direct, indirect, special, incidental, or consequential damages arising out of the use of, inability to use, or any defect in the CADD and surface files or any translated or converted form of these files or any accompanying documentation.
14. That the Contractor shall indemnify and hold harmless the Owner, its officials and employees, and the RPR for any injury to the person or property of third parties arising out of the use of or any defect in the CADD and surface files or any translated or converted form of these files or any accompanying documentation.
15. That the Contractor shall indemnify and hold harmless the Owner, its officials and employees, and the RPR for any injury arising out of any infringement of the copyright law.
16. That the warranty and remedies set forth in these terms and conditions are exclusive and in lieu of all others, oral or written, express or implied.
17. That nothing contained in these terms and conditions shall be construed to represent or warrant that the Contractor has the right to reproduce or copy any or converted form of these files and the Contractor acknowledges that it has no right to reproduce and include copyright or trade secret notices, or patent rights on any copies, in whole or in part, in any form. All copies of each CADD and surface file remain the property of the Owner and any rights involving the copyright law as modified in 17 U.S.C. §101 et. seq. remain with the Owner.

G. Equipment.

1. **Surveying Equipment.** Upon request, the Contractor shall make available to the RPR, a rod, level, and tripod. The rod shall be telescoping rod, 15 feet in length with hundredth of a foot graduations. The level shall be self-leveling and have documentation demonstrating it has been calibrated within twelve months of the project’s commencement.
2. **Materials.** Stakes used for construction layout shall be sound hardwood stakes having minimum dimensions of 1 inch by 1 inch by 4 feet in length.
3. **GPS Inspection Units.**
 - a. GPS units provided for a single contract shall be of the same model and manufacturer; and shall include, and be licensed to operate, the same versions of GPS planning software, data collection software, navigation software, stakeout software and post processing software. All software provided (including firmware) shall be the most current available from the manufacturer at the time of delivery of the GPS units. GPS inspection units should be of the same manufacturer as those used by the Contractor. GPS units shall not be more than 2 years old from the date of manufacturing to the time of delivery. To verify the age of the GPS units, the Contractor shall provide a dated copy of the manufacturer’s receipt(s) for the purchase, lease or rental of the units.
 - b. GPS units shall include both standard USB cable and Bluetooth wireless technology for data transfer.
 - c. Data shall be capable of being copied onto or from a removable industry standard data storage card (e.g.: secure digital SD Card). Each GPS Unit shall include 2 data storage cards, each with a minimum capacity of 4 GB each.
 - d. GPS units shall include the ability to import/export and display point and alignment data which is in XML format, and also import graphics files which are in DGN or DXF format.

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- e. GPS units shall have an internal, or modular, rechargeable battery system capable of operating a minimum of 8 hours (may include interchangeable batteries), and shall include a battery charger.
 - f. GPS units shall include a hard or soft shell carry case, and all appropriate operation manuals.
4. Survey Grade GPS Inspection Units.
- a. The Contractor shall provide the RPR with one GPS Inspection Unit for use during the course of the project. GPS units shall be equipped to receive Global Positioning System (GPS), GLONASS and GNSS position data.
 - b. GPS units shall be equipped to receive, and be capable of utilizing, Real Time Kinematics (RTK) correctional data (current version of RTCM format) through internet protocol as provided from the Continuously Operating Reference System (CORS) Network. This shall include all necessary communication devices, repeaters and systems, data service plans and communications to meet the minimum required accuracy and not exceed a 2 second latency at the rover. Whichever communication method is utilized by the Contractor to broadcast the CORS RTK correctional data, the Contractor shall ensure that the RTK data shall be available at all locations across the entire contract site during all hours of construction and inspection operations.
 - c. GPS units shall include the capability to “localize” both the horizontal and vertical control to local project monumentation (also known as calibrate), while utilizing RTK corrections from a reference network.
 - d. GPS units shall include either an integrated or modular communication device capable of receiving RTK correctional data to satisfy the requirement of using CORS RTK corrections.
 - e. GPS units shall have the ability to display the number of satellites tracked at any one time, and indicate the accuracy quality of each measurement relative to the strength of signals, and the GDOP (Geometric Dilution of Precision).
 - f. GPS Unit shall include dual frequency receivers.
 - g. Minimum Required Kinematic Accuracy relative to primary project control (CORS):
Horizontal: 0.033 ft. + 1.0 ppm; Vertical: 0.065 ft. + 1.0 ppm
 - h. All necessary hardware and software shall be included (including communication drivers) to connect the GPS unit to a Tablet PC and communicate/exchange positional data with CADD software.
 - i. The data controller shall permit the user to program and store multiple configurations (also known as user preferences) prior to the actual field measurements. Configurations shall be capable of being stored and recalled in the field.
 - j. GPS units shall include one fixed height rover rod of 6.56 feet in length, one attachable bipod which is compatible with the rover rod, and one topo shoe.
 - k. A GPS unit set up to operate as a base station shall include all necessary additional cables, hardware, fasteners or accessories necessary to install it in a fixed semi-permanent location, will not be considered as a rover unit, and therefore will not require a rover rod, a bi-pod, or a topo shoe.

H. Verification of Existing Grades. Section not used.

J. Traditional Survey Stakeout. The Contractor shall field locate all features to be constructed from survey control points which are identified on the Plans. Any error, apparent discrepancy or absence in the data shown or required to appropriately accomplish the stakeout survey shall be referred to the RPR immediately for interpretation when such is observed or required.

The Contractor shall place two offset stakes or reference points along the center line at maximum intervals of 50 feet and at such intermediate locations as required to determine location and direction. From computations and measurements made by the Contractor, these stakes shall be clearly and legibly marked with the center line station number, offset and cut or fill from which the establishment of the centerline location and elevation can be determined. If markings become illegible for any reason the markings shall be restored by the Contractor. The Contractor shall locate and place all cut, fill, slope, fine grade, or other stakes and points for the proper progress of the work with a maximum station spacing of 50 feet. All control points shall be properly protected and flagged for easy identification.

The Contractor shall be responsible for the accuracy of the work and shall maintain all applicable reference points, stakes, etc. Damaged or destroyed reference points or bench marks made inaccessible by the progress of the construction shall be replaced or transferred by the Contractor. All control points shall be referenced by ties (4 minimum) to specific points on acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the RPR. All stakeout survey work related to control shall be referenced to the control line shown in the contract documents. Computations and survey notes necessary to establish the position of the work from control points, shall be made and maintained in a neat, legible and acceptable format by the Contractor. Computations, survey notes and other survey information shall be made available to the RPR within 3 work days from the request. The RPR may check all or any portion of the stakeout survey work or notes made by the Contractor. Such checking by the RPR shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.

K. Automated Stakeout and Automated Machine Guidance Operations. Section not used.

L. GPS Inspection Unit. Section not used.

M. GPS Training Provisions. Section not used.

SP 50-18 Removal of water. The Contractor shall at all times during construction, provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of materials or other work.

Removal of water includes the construction and removal of cofferdams, sheeting and bracing, the furnishing of materials and labor necessary therefore, the excavation and maintenance of ditches and sluiceways and the furnishing and operation of pumps, wellpoints and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least twenty-four (24) hours after placement and no stream of water shall be allowed to flow over such work until such time as the RPR may permit.

Unless otherwise specified, all excavations which extend down to or below the static groundwater elevations at the sites of structures shall be dewatered by lowering and maintaining the groundwater beneath such excavations at an elevation not less than that specified herein at all times when work thereon is in progress, during subgrade preparation and the placing of the structure or other materials thereon.

Where the presence of fine granular subsurface materials and a high groundwater table may cause the upward flow of water into the excavation with a resulting quick condition, the Contractor shall install and operate a suitable dewatering system to prevent the upward flow of water during construction.

When the water table is within the capillary rise of silt/clay subsurface material, the Contractor shall select and operate his equipment in a manner to prevent the deterioration of the working surface due to the upward flow of water during construction.

The effluent pumped from the dewatering system shall be examined periodically by qualified personnel to determine if the system is operating satisfactorily without the removal of fines.

Unless otherwise directed by the RPR or shown on the Contract Documents, the water level shall not be permitted to rise until construction in the immediate area is completed and the excavation backfilled to the original grade or proposed grade.

Where well points are used, the groundwater shall be lowered and maintained continuously (day and night) at a level not less than two (2) feet below the bottom of the excavation. Excavation will not be permitted at a level lower than two (2) feet above the water level as indicated by the observation wells.

The wellpoint system shall be designed or installed by or under the supervision of an organization whose principal business is wellpointing and has at least five (5) consecutive years of similar experience and can furnish a representative list of satisfactory similar operations. Wellpoint headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation for and/or construction of other structures. Standby gasoline or diesel powered equipment shall be provided so that in the event of failure of the operating equipment, the standby equipment can be readily connected to the dewatering system. The standby equipment shall be maintained in good order and actuated regularly not less than twice a week when directed.

Wellpoints shall be installed in the center of a sand wick drain which shall be placed by means of a sanding shell or other approved means to provide a sand core not less than ten (10) inches in diameter.

Detached observation wells of similar construction to the wellpoints shall be installed at intervals of not less than fifty (50) feet along the opposite side of the trench from the header pipe and line of wellpoints, or around the excavation for a structure or as shown on the Contract Drawings, to a depth of at least five (5) feet below the proposed excavation. In addition, one wellpoint in every fifty (50) feet shall be fitted with a tee, plug and valve so that the wellpoint can be converted for use as an observation well. Observation wells shall be not less than one and one-half (1 1/2) inch in diameter.

Water pumped or drained from excavations, or any sewers, drains, or water courses encountered in the work, shall be disposed of in a suitable manner without injury to adjacent property, the work under construction, or to pavements, roads and drives. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.

Any damage caused by improper handling of water shall be repaired by the Contractor at his/her own expense.

SP 50-19 Sheeting and bracing. The Contractor shall furnish, place and maintain such sheeting, bracing and shoring as required to support the sides and ends of excavations in such a manner as to prevent any movement which would in any way damage the pipe, sewers, masonry or other work, diminish the width

necessary, otherwise damage or delay the work, or endanger existing structures, pipes or pavements, or to occasion a hazard to persons engaged on the project or to the general public.

Sheeting and bracing or other trench protection shall be utilized as required for the safety of employees exposed to the hazard of falling or sliding material from any trench or excavation in conformance with the provisions of Industrial Code Rule 23 as amended, and OSHA. Sheeting and bracing must be designed by, signed and stamped by a Professional Engineer licensed to practice in the State in which the project is located.

The Contractor shall be responsible for the adequacy of all trench support systems used and for all damage to persons or property resulting from improper quality, strength, placing, maintenance and removal.

All material used for sheeting and bracing shall be sound and free from defects which might impair its strength or effectiveness.

All timber sheeting and bracing shall be sound and straight, free from cracks, shakes and large or loose knots.

All steel sheeting and bracing shall be sound and straight, free from bends, twists or splits, having square and undamaged ends.

Sheeting shall be driven vertically from the original ground surface as the excavation progresses. Sufficient toe support shall be sustained so as to maintain pressure against the original ground at all times.

Timber sheeting shall be driven so that edges are tight together and steel sheeting driven with the individual members interlocking. All bracing shall be of such design and strength as to maintain the sheeting in its proper position.

The Contractor shall be solely responsible for the adequacy of all sheeting and bracing.

In general, all sheeting and bracing, whether of steel, timber or other material, used to support the sides of trenches or other open excavations, shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a pipe, sewer or structure shall be withdrawn, unless otherwise directed, before more than 6 inches of earth is placed above the top of the pipe, sewer or structure and before any bracing is removed. The voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The Contractor shall be responsible for the adequate shoring and/or bracing of any existing utilities encountered during the excavation. Such utilities shall be braced or shored in a manner acceptable to the local jurisdictional agency having authority over the utility encountered. It shall be the responsibility of the Contractor to prevent damage to or displacement of utilities, and to work with and request the concurrence of the utility's company representative in this matter.

SP 60-09 Shop and setting drawings and catalogue data. All materials and equipment used in the work shall be submitted to the RPR, unless otherwise directed. The RPR will forward the submittals to Engineer for their review and approval prior to ordering the equipment. All information required for the Engineer's review of each particular pay item shall be sent as one submittal. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time. Submittals consisting of marked catalog sheets or

shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Drawings and data shall be submitted sufficiently in advance of the work to permit proper review, including time for necessary revisions and re-submittals. The Contractor is solely responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

Shop and setting drawings shall present complete and accurate information relative to all working dimensions, equipment weight assembly and sectional view, all the necessary details, pertaining to coordinating the work of the Contract, lists of materials and finishes, parts lists and the description thereof, lists of spare parts and tools where such parts or tools are required, no-scale control diagrams for control wiring and control piping, and any other items of information that are required to demonstrate detail compliance with the Plans and Specifications. Each drawing shall be dated and shall show the name of the Project, Contract Number and the name of the manufacturer of the equipment covered by the drawing or drawings. The Engineer will not review any drawings that are not properly identified or that do not contain complete data on the work or that have not been checked, stamped and signed by the Contractor for compliance with the Contract Documents.

The Engineer's review of the Contractor's Shop Drawings signifies only that such drawings appear to be in substantial conformity with the Contract Drawings and Contract Documents. Such review does not indicate approval of every detail of the drawings nor of the work methods of the Contractor which are indicated thereon. Regardless of the corrections made in or made of such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings, for their conformity to the Plans and Specifications and for the proper fitting and construction of the work.

No work covered by shop and setting drawings shall be done until the drawings have been reviewed and found acceptable by the Engineer. No payment shall be made on any item for which submittals are not received and found acceptable by the Engineer.

SP 60-10 Electrical shop drawings. Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements.

Where standard electrical control equipment having complex internal wiring is required, such as control panels, generator transfer panels, electric or electronic instruments and similar items, the detail shop wiring diagrams for such equipment will not be required, and, if submitted, will in general not be reviewed. The submittal for each such item of equipment shall, however, include an elementary diagram of the input and output elements which require connections to external equipment, and/or a complete step by step description of the control action of the equipment being submitted. In the event that any questions arise as to the type of information to be presented on the submittal, the supplier shall direct inquiries to the RPR through the Prime Contractor in advance of the preparation of his/her submittal.

SP 60-11 Substitute items. If in the Engineer's sole judgment an item of material or equipment proposed by the Contractor does not qualify as an "or-equal" item, it will be considered a substitute item. The Contractor shall submit sufficient information as provided below to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable

substitute therefore. The procedure for review by the Engineer will include the following and as the Engineer may decide is appropriate under the circumstances. Requests for review of substitute items of material or equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make a written application through the RPR to the Engineer for acceptance thereof, certifying that the substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the substitute will prejudice the Contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with the Owner for work on the Project) to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. If the substitute item requires modifications to any existing features or to any proposed work, the application shall also include details of proposed modifications necessary to accommodate the substitute item. Such details shall include scaled layouts, dimensions and other pertinent information to enable the Engineer to accurately assess the entire application. If the substitute item and proposed modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications and absorb all costs of any related changes imposed on other Contractor's. All variations of the substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the substitute. The Engineer may require the Contractor to furnish additional data about the substitute.

- A. Engineer's Evaluation.** The Engineer will be the sole judge of acceptability. No substitute will be ordered, installed or utilized without the Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The Engineer will record time required by the Engineer and the Engineer's Consultants in evaluating substitutes proposed or submitted by the Contractor and in making changes in the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. The Engineer's charges shall be at the same rates the Engineer charges for such services to the Owner.
- B. Contractor's Expense.** All data to be provided by the Contractor in support of any substitute item will be at the Contractor's expense. In order to aid the Engineer in determining the equality of an or substitute item (when compared to the item actually specified), the Contractor shall arrange for the performance of any tests requested by the Engineer. The Engineer shall determine the nature, extent, tester and degree of supervision of such tests. Certified test results shall be mailed directly to the Engineer for all tests requested. All costs of such tests, including engineering costs, shall be borne by the Contractor. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. Whether or not the Engineer accepts a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Engineer and the Engineer's Consultants for evaluating each such substitute item. The costs for evaluating substitute items shall be deducted from the Owner's payment to the Contractor.

SP 60-12 Submittal procedure. The following procedure has been established for the submittal and processing of shop and setting drawings, working drawings, and catalogue data. Departures from this procedure may result in delay and misunderstandings.

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- A. All information required for the Engineer's review of each particular pay item shall be sent as one submittal to the RPR with an attached submittal cover sheet. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time.
 - B. In submitting certifications, drawings, catalog data, and similar items for review, one (1) electronic copy shall be submitted via e-mail. One (1) electronic copy will be returned to the Contractor via e-mail and bearing the review stamp. The Contractor shall provide one (1) hard copy of each submittal for inclusion in the O&M Manual prior to contract closeout.

The RPR shall be responsible for printing sufficient copies of each submittal for their own records. The Contractor shall be responsible for printing sufficient copies of each submittal for their own records and distributing to each of the other prime or subcontractors whose work is to be correlated with such submittals.

- C. Submittals will be stamped by the Engineer as follows:
 - 1. "Approved", if no change or rejection is made.
 - 2. "Approved as Noted", if minor changes or additions are made, but re-submittal is not considered necessary. All copies will bear the corrective marks.
 - 3. "Revise and Resubmit", if the changes requested are extensive. In this case, re-submittal after correction is necessary and the same number of copies shall be included in the re-submittal as in the first submittal.
 - 4. "Rejected", if it is considered that the data submitted cannot with reasonable revision meet the requirements of the Plans and Specifications.
 - 5. "Submit Specified Item", if the data submitted is not clear, complete, or for other reasons cannot be examined by the Engineer to establish compliance with the Plans and Specifications.
- D. Unless otherwise approved in specific cases, all submittals must be transmitted by the Prime Contractor, not by the Subcontractors or vendors.

Any changes in re-submittals, other than those indicated as requested, must be specifically brought to the attention of the RPR. Changes or additions shall not be made in, or to, any fabricated item, part or material without having a re-review.

SP 70-22 Additional sanitary, health, and safety provisions.

The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

- 1. Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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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.

The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

SP 70-23 Federal Contract Provisions for procurement and contracting under AIP.

The Contractor is required to insert these contract provision in each lower tier contract (e.g. subcontract or sub-agreement).

The Contractor is required (including all subcontractors) to incorporate these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

The Contractor shall be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

A1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in 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: 25.6%

Goals for female participation in each trade: 6.9%

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Half Moon Bay, San Mateo County, California.

A3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance –Manufactured Product

NOTE: Certification is included in the PROPOSAL.

A5 CIVIL RIGHTS – GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, select disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

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1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the

interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, 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 (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or 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 (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(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 29 CFR Part 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 (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 easily be 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:

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- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (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 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 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 subparagraphs (1)(ii) (B) or (C) of this paragraph, 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 Federal Aviation Administration or the sponsor 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 work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or 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. 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 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 that 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 that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)
 - (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency 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 Federal Aviation Administration. 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 www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social

security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, 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 a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or 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) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
 - (2) Each laborer and 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) 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 (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 Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, 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 agency may, after written notice to the Contractor, Sponsor, applicant, or 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that 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 Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

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.

- (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 USC 1001.

A11 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

Solicitation Language (Solicitations that include a Project Goal)

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein and must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment. **SEE THE CONTRACTORS DBE PLAN FORM AND DBE LETTER OF INTENT FORM IN THE PROPOSAL SECTION.**

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

The Monthly Payment Report, found later in this section, is required to be submitted on a monthly basis throughout the entirety of the project. A progress payment will not be processed until the reports are submitted. This report monitors the payments by providing a running tally of actual DBE attainments and compares this to the commitments.

The prime contractor is responsible for issuing the Subcontractor’s Prompt Payment Certification to all subcontractors under this contract, and is required to ensure that all subcontractors issue the certificate to each of their subcontractors. Each contractor/subcontractor shall require each of their subcontractors to fill out and submit a copy of the certification to the Sponsor’s representative and the prime contractor prior to each payment application until the subcontractor’s work is complete. Not receiving the certification from the subcontractor will be cause for the Sponsor’s representative to delay processing the payment application.

Each subcontractor, DBE and non-DBE firms, are required to complete the Subcontractor’s Prompt Payment Certification, found later in this section. A completed copy of this form shall be submitted to the Sponsor’s representative, the Prime Contractor and the Contractor you are working for at least 7 days prior to an application for payment. This form is to be submitted with each payment application. Any delay in the submitting the required certification will cause a delay in payments being processed.

The following language in this section was taken from various sections of 49 CFR Part 26 titled Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. They are not intended to be all encompassing, nor a comprehensive reiteration of the regulation.

- A. The Sponsor has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received, or will receive, Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Sponsor has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Sponsor to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also the policy of the Sponsor:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

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3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
 4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
 5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
 6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.
- B. The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Determination whether the bidder has made a good faith effort will be made by the Sponsor's DBE Liaison Officer. The Contractor's DBE Plan must be acceptable to the Sponsor before entering into a contract with the bidder.

Guidance pertaining to good faith efforts is provided in Appendix A to 49 CFR Part 26. In general, the bidder must demonstrate that they have taken all necessary and reasonable steps to achieve the identified DBE goal. The bidder should adequately document all such efforts, including contacts of DBE firms that are not interested.

Good Faith Efforts:

Bidder must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort.

Such actions constituting evidence of good faith efforts include but are not limited to:

- Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
 - Consult State Department of Transportation office to obtain a list of certified DBE firms.
 - Selecting portions of work that increases the likelihood that DBE firms will be available to participate.
 - Providing DBE firms with sufficient information and time to review the project plans and specifications.
 - Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.
- C. Within 7 days of being informed by the Airport that it is not responsive because it has not documented sufficient good faith efforts, a bidder may request administrative reconsideration. Bidder/offerors should make this request in writing to the Sponsor's reconsideration official. The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to

meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

- D. Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Airport will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that we established for the procurement. The good faith efforts shall be documented by the contractor. If we request documentation from the contractor under this provision, the contractor shall submit the documentation to us within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

As stated in Contract Assurance § 26.13, failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that we deem appropriate if the prime contractor fails to comply with the requirements of this section.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

- E. The sponsor will require the contractor to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The Sponsor will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in The Contractors DBE Plan.

The Disadvantaged Business Enterprise (DBE) Participation Summary Form, found later in this section, must be completed and signed by the DBE firm upon completion of the project. A final payment will not be processed without the required form. The intent of this form is to confirm total payments made to DBE firms.

F. Fostering Small Business Participation (49 CFR Part 26, §26.39).

The Sponsor has determined that an SBE program is not feasible for this Contract.

A13 DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

A15 DRUG FREE WORKPLACE REQUIREMENTS

The Drug-Free Workplace Act of 1988 requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does not apply to contractors, subcontractors, or subgrantees, although the Federal grantee’s workplace may be where the contractors, subcontractors, or subgrantees are working.

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

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- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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 to be provided 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 considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section 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 11246 of September 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency 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 the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

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- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

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- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

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11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

NOTE: Certification is included in the PROPOSAL.

A19 PROHIBITION of SEGREGATED FACILITIES

PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

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- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY (Section not applicable.)

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

NOTE: Certification is included in the PROPOSAL.

A25 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

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5. Complete performance of the work not terminated by the notice.
 6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within 10 days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by

other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

A26 TRADE RESTRICTION CERTIFICATION

NOTE: Certification is included in the PROPOSAL.

A27 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

SP 70-24 CALTRANS standard specifications (section 7 selections) for California state contracts

NOTE: As used in this Section, the term "Engineer" may refer to RPR. See FAA Section 10 for definitions of Engineer and RPR.

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

This contract shall be governed by the laws of the State of California except where the Federal supremacy clause requires otherwise.

7-1.01 GENERAL

Section 7 includes specifications related to your:

1. Compliance with laws
2. Responsibilities for public safety and convenience
3. Responsibilities for indemnification, insurance, and liability

7-1.02 LAWS

7-1.02A General

Comply with laws, regulations, orders, and decrees applicable to the project. Indemnify and defend the State against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees. Immediately report to the Engineer a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the Department incurs any fines or penalties because of your failure to comply with a law, regulation, order, or decree, the Department deducts the amount of the fine or penalty.

Immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

7-1.02B US Fair Labor Standards Act

Comply with 29 USC § 201 et seq.

7-1.02C Emissions Reduction

Submit to the Department the following certification before performing the work:

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the work and maintain compliance throughout the duration of this Contract.

Contract signing constitutes submittal of this certification.

7-1.02D Unmanned Aircraft Systems

Comply with 14 CFR 107 when operating UAS in the proximity of the highway.

Submit the following to the Engineer and <https://app.smartsheet.com/b/form/7ad42b76ef9e4f37ba2978520f1b1a5f> as an informational submittal at least 7 days before initial operation of UAS:

1. UAS remote pilot information
 - 1.1. Pilot's full name
 - 1.2. Pilot's contact information
 - 1.2.1. Phone number
 - 1.2.2. Email address
 - 1.3. Pilot's certification information
 - 1.3.1. Certificate issuance date

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- 1.3.2. Certificate expiration date
 2. UAS information
 - 2.1. UAS manufacturer
 - 2.2. UAS model
 - 2.3. Registration number
 - 2.4. Registration issuance date
 - 2.5. Registration expiration date

Maintain records of UAS flights. Submit a post-flight record as an informational submittal to the Engineer and <https://app.smartsheet.com/b/form/5e34deda3bd24f8f8397d895275ecbec> within 1 business day of each flight. The post-flight record must include the following:

1. Flight date
2. Flight duration
3. Visual observer name and contact information
4. Purpose of flight
5. UAS Hazard Analysis Contractor/Consultant form, as an attachment
6. Description of any accidents or incidents, if applicable

Do not operate UAS over the traveled way unless preauthorized in writing by the Engineer. Launch and land UAS at least 50 feet from the edge of live traffic.

7-1.02E–7-1.02H Reserved

7-1.02I Government Code

7-1.02I(1) General

Reserved

7-1.02I(2) Nondiscrimination

Under 2 CA Code of Regs § 11105:

1. During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

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4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Under 2 CA Code of Regs § 11122:

**STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION
CONTRACT SPECIFICATIONS (GOV. CODE SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
 - a. "Act" means the Fair Employment and Housing Act.
 - b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen,

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- superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.
- b. Provide written notification within seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
 - c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.
 8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
 9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
 10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
 11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
 12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address,

telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

7-1.02J Reserved

7-1.02K Labor Code

7-1.02K(1) General

Work on the job site must comply with Labor Code §1720 et seq. and 8 CA Code of Regs § 16000 et seq. Work includes roadside production and processing of materials, and hauling and delivery of ready-mixed concrete.

Payroll records include time cards, canceled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other information which reflect job assignments, work schedules by days and hours, and the disbursement of payment to workers (8 CA Code of Regs § 16000).

7-1.02K(2) Wages

The Department obtains the general prevailing rate of wages applicable to the work to be done. The rate includes:

1. Basic hourly rate
2. Employer payments for health and welfare, pension, vacation, apprenticeship training fees, travel time, and subsistence pay as provided for in Labor Code § 1773.1
3. Similar purposes

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. At the Department's Labor Compliance Office of the district in which the work is located
2. From the Department of Industrial Relations' website

Post the general prevailing wage rates at a prominent place at the job site (Labor Code § 1773.2).

The wage determinations refer to expiration dates. The determinations with a single asterisk after the expiration date, and in effect on the date of advertisement for bids, are good for the life of the Contract. The determinations with double asterisks after the expiration date indicate the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, pay the new rate and incorporate it into the Contract. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement. (Labor Code § 1773.6 and 8 CA Code of Regs 16204)

The Department does not recognize any claim for additional payment because of a payment by the Contractor of any wage rate in excess of the prevailing wage rate specified in the Contract.

The Contractor and any subcontractor must forfeit to the Department not more than \$200 per day or part of a day for each worker paid less than the prevailing wage rate and pay the

worker the difference between the prevailing wage rate and the rate paid (Labor Code § 1775). The Labor Commissioner determines the amount of this penalty and bases the amount on:

1. Whether the failure to pay the correct prevailing wage rate was a good-faith mistake that the Contractor or subcontractor promptly and voluntarily corrected upon notice
2. Prior record of the Contractor or subcontractor in meeting its prevailing wage obligations
3. Contractor or subcontractor's willful failure to pay the correct rate of prevailing wages

If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for the penalties described in section 7-1.02K(2) unless the Contractor had knowledge of the failure to pay the correct general prevailing per diem wages or unless the Contractor fails to comply with the following requirements (Labor Code § 1775):

1. The contract executed between the Contractor and the subcontractor for the performance of work on the public works project must include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The Contractor must monitor the payment of the specified general prevailing rate of per diem wages by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor must diligently take corrective action to stop or rectify the failure, including withholding sufficient funds due the subcontractor for work performed on the public works project.
4. Before making final payment to the subcontractor for work performed on the public works project, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amounts due under Labor Code § 1813.

Under Labor Code § 1775, the Department must notify the contractor on a public works project within 15 days of receipt by the Department of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

7-1.02K(3) Certified Payroll Records (Labor Code § 1776)

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of subcontractors.

Include:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Last four digits of social security number pursuant to Labor Code § 226(a)
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work

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- 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
 2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance form signed under penalty of perjury that declares:

1. Information contained in the payroll record is true, correct, and complete
2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. Wage rates paid are at least those required by the Contract

The Department allows the use of a form with identical wording as the Statement of Compliance form provided by the Department.

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

1. Truck driver's full name and address
2. Name and address of the factory or batching plant
3. Time the concrete was loaded at the factory or batching plant
4. Time the truck returned to the factory or batching plant
5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

Submit certified payroll records electronically using the Department's contracted certified payroll internet system LCPtracker Pro. For information on submittal of certified payroll records using LCPtracker Pro, go to the LCPtracker website:

<https://www.lcptracker.com/solutions/lcptracker>

Request user account for your designated representative by submitting LCPtracker Vendor Access Request form.

The Department responds with an e-mail containing a Caltrans Internet Certificate to be used for the electronic submission of payroll records. When you accept the certificate and reply to the e-mail, the Department is ready to accept your electronic submissions.

Each electronic submission must:

1. Include certified payroll records in a nonmodifiable PDF file. No spreadsheets, Microsoft Word documents, or password-protected documents are accepted.
2. Include a signed Statement of Compliance form with each weekly record.
3. Be received by the Department by close of business on the 15th day of the month for the prior month's work.
4. Be encrypted before submission.
5. Contain the following information in the subject line:
 - 5.1. Contract number.
 - 5.2. Week ending date as W/E mm/dd/yy.
6. Contain 1 contract number and week ending date per submission.

For additional information on electronic submission of certified payroll records, go to the Department's Labor Compliance website.

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
2. Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records, including employee's complete social security number, available for inspection and copying or furnish a copy upon request of a representative of the:

1. Department
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the Department the location of the records. Include the street address, city, and county. Furnish the Department a notification of a location and address change within 5 business days of the change.

Comply with a request for the records within 10 days after you receive a written request. If you do not comply within this period, the Department withholds from progress payments a \$100 penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a subcontractor's failure to comply with Labor Code § 1776.

The Department withholds from progress payments for delinquent or inadequate records (Labor Code § 1771.5). If you have not submitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds up to 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

7-1.02K(4) Apprentices

Comply with the apprentice to journeyman ratio requirements (Labor Code § 1777.5(g)).

Comply with the training contribution requirements (Labor Code § 1777.5(m)(1)).

For answers to questions, contact the Division of Apprenticeship Standards before starting work.

The Department deducts from progress payments civil penalties assessed by the Chief of the Division of Apprenticeship Standards for violating Labor Code § 1777.5 (Labor Code § 1777.7).

7-1.02K(5) Working Hours

Eight hours is a legal day's work (Labor Code § 1810).

The time of service of any worker employed on public work is limited and restricted to 8 hours in 1 day and 40 hours in 1 calendar week, except as provided by Labor Code § 1815 (Labor Code § 1811).

A Contractor's employee may work more than 8 hours per day and 40 hours per week if the Contractor pays the employee 1-1/2 times the basic pay rate for the hours worked in excess of 8 hours per day and 40 hours per week (Labor Code § 1815).

For each worker employed in the work for each day the worker works more than 8 hours in 1 day and 40 hours in 1 calendar week without overtime pay, the Department deducts \$25 as a penalty for violating Labor Code § 1815 (Labor Code § 1813).

7-1.02K(6) Occupational Safety and Health Standards

7-1.02K(6)(a) General

Comply with applicable occupational safety and health standards, rules, regulations, and orders. The Occupational Safety and Health Standards Board is the only agency authorized in the State to adopt and enforce occupational safety and health standards (Labor Code § 142 et seq.).

You must contact the local public health service department for information concerning public health conditions within the area of the project.

You are the controlling employer and must ensure hazardous conditions are corrected (Labor Code § 6400).

The Engineer may notify Cal/OSHA if you fail to establish or maintain a safe and healthful workplace.

Submit copies of your Injury and Illness Prevention Program, Code of Safe Practices, and permits required by Cal/OSHA as informational submittals. The program must address the use of personal and company-issued electronic devices during work. Do not allow the use of entertainment and personal communication devices in the work zone. Workers may use a communication device for business purposes in the work area, at a location where their safety and the safety of other workers and the traveling public is not compromised.

The Department is not responsible for the health and safety of:

1. Contractor's personnel
2. Subcontractor's personnel
3. Supplier's personnel
4. Any other persons present at the job site at the request of you or your subcontractors.

7-1.02K(6)(b) Excavation Safety

Comply with Labor Code § 6705 while excavating. For an excavation 5 feet or more in depth, submit shop drawings for a protective system.

The drawings must show the design and details for providing worker protection from caving ground during excavation.

Shop drawings of protective systems for which the Construction Safety Orders require design by a registered professional engineer must be sealed and signed by an engineer who is registered as a civil engineer in the State.

The submittal must allow review time and include the contents shown in the following table except the review time is 65 days for an excavation on or affecting railroad property:

Drawing Review Time and Contents

Topic	Plan not requiring a signature	Plan requiring a signature
Review time	5 business days before excavating	20 days before excavating
Contents	Drawings Calculations Material information Proprietary system information	Drawings Calculations Material information Proprietary system information Soil classification Soil properties Soil design calculations

7-1.02K(6)(c) Tunnel Safety

Cal/OSHA classifies tunnels into one of the following classifications:

1. Nongassy
2. Potentially gassy
3. Gassy
4. Extrahazardous

If a tunnel location is described in the Contract, the classification is included in the Information Handout and you must:

1. Designate an on-site Safety Representative under 8 CA Code of Regs § 8406
2. Submit the name of your on-site Safety Representative at least 7 days before starting work at each tunnel
3. Prominently post a notice at the job site of:
 - 3.1. Tunnel classifications
 - 3.2. Any special orders, rules, special conditions, or regulations related to tunnel work
4. Ensure your workers are informed of these classifications

Notify the Engineer at least 20 days before a worker enters a tunnel not described in the Contract. The Department obtains the classification of the tunnel. The Engineer may suspend the work because of a change directly resulting from the Contractor's planned activities that causes activities to fall under the Tunnel Safety Orders of 8 CA Code of Regs § 8422.

7-1.02K(6)(d) Confined Space Safety

Comply with 8 CA Code of Regs § 5158 while working in a confined space.

7-1.02K(6)(e) Scaffolding

Reserved

7-1.02K(6)(f) – 7.102K(6)(i) Reserved

7-1.02K(6)(j) Lead Safety

7-1.02K(6)(j)(i) General

Reserved

7-1.02K(6)(j)(ii) Lead Compliance Plan

Section 7-1.02K(6)(j)(ii) applies if a bid item for a lead compliance plan is shown on the Bid Item List.

Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

Submit a plan:

1. That documents your compliance program to prevent or minimize worker exposure to lead
2. Including the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B)
3. Sealed and signed by a CIH with knowledge of and experience complying with 8 CA Code of Regs

Allow 7 days for review. Obtain authorization for the plan before starting any activity that presents the potential for lead exposure.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including State employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance plan.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 State employees.

7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead

Reserved

7-1.02K(6)(j)(iv-viii) Reserved

7-1.02K(6)(k) – 7.102K(6)(t) Reserved

7-1.02L Public Contract Code

7-1.02L(1) General

Reserved

7-1.02L(2) Antitrust Claims

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees 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 § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. [Pub Cont Code § 7103.5 (b)]

7-1.02M Public Resources Code

7-1.02M(1) General

Reserved

7-1.02M(2) Fire Protection

Submit the names and emergency telephone numbers of the nearest fire suppression agencies before the start of job site activities as an informational submittal. Post the names and phone numbers at a prominent place at the job site.

Submit a copy of your fire prevention plan required by Cal/OSHA as an informational submittal before the start of job site activities

Cooperate with fire prevention authorities in performance of the work.

Immediately report fires occurring within and near the project limits by dialing 911 and to the nearest fire suppression agency by using the emergency phone numbers retained at the job site.

Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities.

7-1.02M(3) Surface Mining and Reclamation Act

Imported borrow or aggregate material must come from a surface mine permitted under the Surface Mining and Reclamation Act of 1975, Pub Res Code § 2710 et seq., or from a source not subject to this act.

For the list of permitted sites, go to the Department of Conservation, Division of Mine Reclamation website.

If you import borrow or aggregate material from a surface mine not on this list, submit proof that the source is not subject to this act.

7-1.02M(4) – 7-1.02M(7) Reserved

7-1.02N Reserved

7-1.02O Vehicle Code

Under Veh Code § 591, the Department determines areas within the project limits are open to public traffic. For those areas, comply with the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Veh Code.

Veh Code § 591 does not relieve you or any other person from the duty of exercising due care.

7-1.02P – 7-1.02Z Reserved

7-1.03 PUBLIC CONVENIENCE

Compliance with section 7-1.03 does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting

property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

Where possible, route traffic on new or existing paved surfaces.

Maintain convenient access to driveways, houses, and buildings. When an abutting property owner's access across the right-of-way line is to be eliminated or replaced under the Contract, the existing access must not be closed until the replacement access facility is usable. Construct temporary approaches to a crossing and an intersecting highway.

Provide a reasonably smooth and even surface for use by traffic at all time during the excavation of a roadway and construction of an embankment. Before other grading activities, place fill at culverts and bridges to allow traffic to cross. If ordered, excavate a roadway cut in layers and construct an embankment in partial widths at a time alternating construction from one side to the other and routing traffic over the side opposite the one under construction. Install or construct culverts on only 1/2 the width of the traveled way at a time; keep the traveled way portion being used by traffic open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading or placing any subsequent layer, bring the surface of the roadbed to a smooth and even condition, free of humps and depressions, and satisfactory for the use of the public.

After subgrade preparation for a specified layer of material has been completed, repair any damage to the roadbed or completed subgrade, including damage caused by public use.

While subgrade and paving activities are underway, allow the public to use the shoulders. If half-width paving methods are used, allow the public to use the side of the roadbed opposite the one under construction. If enough width is available, keep open a passageway wide enough to accommodate at least 2 lanes of traffic at locations where subgrade and paving activities are underway. Shape shoulders or reshape subgrade as necessary to accommodate traffic during subgrade preparation and paving activities.

Apply a dust palliative for the prevention or alleviation of dust nuisance.

If a height differential of more than 0.04 foot is created by construction activities at a joint transverse to the direction of traffic on the traveled way or a shoulder subject to public traffic, construct a temporary taper at the joint with a slope complying with the requirements shown in the following table:

Temporary Tapers

Height differential (foot)	Slope (horizontal:vertical)	
	Taper use of 14 days or less	Taper use of more than 14 days
Greater than 0.08	100:1 or flatter	200:1 or flatter
0.04-0.08	70:1 or flatter	70:1 or flatter

For a taper on existing asphalt concrete or concrete pavement, construct the taper with minor HMA under section 39-2.07.

Grind existing surfaces to accommodate a minimum taper thickness of 0.10 foot under either of the following conditions:

1. HMA material such as rubberized HMA, polymer-modified bonded wearing course, or open-graded friction course is unsuitable for raking to a maximum 0.02 foot thickness at the edge
2. Taper will be in place for more than 14 days

For a taper on a bridge deck or approach slab, construct the taper with rapid setting concrete under section 60-3.02B(2) or polyester concrete under section 60-3.04B(2). Prepare the surface to receive the taper under section 60-3.02C(7). For tapers with aggregate fillers, rake conform edges to ensure smooth transitions. Cure the taper for at least 3 hours or the minimum time recommended by the manufacturer before opening to traffic.

The completed surface of the taper must be uniform and must not vary more than 0.02 foot from the lower edge of a 12-foot straightedge when placed on its surface parallel and perpendicular to traffic.

If authorized, you may use alternative materials or methods to construct the required taper.

Install signs, lights, flares, Type K temporary railing, barricades and other facilities to direct traffic. Provide flaggers whenever necessary to direct the movement of the public through or around the work. Flagging must comply with section 12-1. When not described and if ordered, providing flaggers is change order work.

You are required to pay for the cost of replacing or repairing all facilities installed under change order work for the convenience, direction, or warning of the public that are lost while in your custody or are damaged by your operations to such an extent as to require replacement or repair.

The Engineer may order or consent to your request to open a completed section of surfacing, pavement, or structure roadway surface for public use. You will not be compensated for any delay to your construction activities caused by the public. This does not relieve you from any other contractual responsibility.

7-1.04 PUBLIC SAFETY

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12-1. The Department pays you for this work under section 12-1.04.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Keep existing traffic signals and highway lighting in operation. Other forces within the Department will perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Except for work specified in section 12, maintaining, and removing the covers on construction area signs is change order work.

Install temporary illumination such that the illumination and the illumination equipment do not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workers and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic. Compensation for flaggers, used for all movement of workers and construction vehicles and equipment on or across lanes open to traffic, is included in the bid items of work involved.

Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 25 days and not more than 125 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in compliance with the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the *California MUTCD* and section 12-3.11 except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and concrete-curing water. Extend overhead protection for pedestrians at least 4 feet beyond the edge of the bridge deck.

Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the California MUTCD, Part 6, Chapter 6D, "Pedestrian and Worker Safety."

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of Type K temporary railing a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be

installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

7-1.06 INSURANCE

7-1.06A General

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

7-1.06B Casualty Insurance

Obtain and maintain insurance on all of your operations with companies acceptable to the State as follows:

1. Keep all insurance in full force and effect from the start of the work through Contract acceptance.
2. Maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Civ Pro Code § 337.1.
3. All insurance must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.

7-1.06C Workers' Compensation and Employer's Liability Insurance

Under Labor Code § 1860, secure the payment of worker's compensation under Labor Code § 3700.

Submit to the Department the following certification before performing the work (Labor Code § 1861):

I am aware of the provisions of Section 3700 of the Labor Code 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 of this contract.

Contract signing constitutes your submittal of this certification.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

Coverage shall contain a waiver of subrogation in favor of the State, including its officers, directors, agents, and employees.

If there is an exposure of injury to your employees under the US Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage must be included for such injuries or claims.

7-1.06D Liability Insurance

7-1.06D(1) General

Evidence General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of you providing insurance for bodily injury liability, property damage liability, and personal and advertising injury for the limits outlined in 7-1.06D(2). Coverage must extend to premises, operations and mobile equipment, personal and advertising injury, products and completed operations, and contractual liability. Coverage shall not contain a cross-suits exclusion barring coverage for a suit brought by or between Caltrans and another Insured in the policy. Coverage shall also not contain an exclusion for explosion, collapse and underground hazards. Such policies must contain an annual reinstatement of limits during construction operations.

7-1.06D(2) Liability Limits/Additional Insureds

The limits of liability must be at least the values shown in the following table:

Liability Limits				
Total bid	For each occurrence ^a	Aggregate for products/completed operation	General aggregate ^b	Umbrella or excess liability ^c
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000 ≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000 ≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$1,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

^a Combined single limit for bodily injury and property damage.

^b This limit must apply separately to your work under this Contract.

^c The umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The required umbrella liability limits are separate from and in addition to the required general liability limits. The umbrella or excess policies shall not contain exclusions barring follow-form coverage for required coverages in this specification.

Do not require a small business subcontractor to carry liability insurance that exceeds the limits shown in the preceding table. For a small business subcontractor, interpret Total Bid in the table as the dollar amount of subcontracted work.

As used in section 7-1.06D(2), a small business:

1. For a non-federal-aid contract is defined in 2 CA Code of Regs § 1896 and is incorporated by this reference

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2. For a federal-aid contract is defined in 13 CFR 121.201 and is incorporated by this reference

The State, including its officers, directors, agents (excluding agents who are design professionals), and employees, must be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of you under this Contract. Coverage for such additional insureds does not extend to liability:

1. Arising from any defective or substandard condition of the roadway which existed at or before the time you started work, unless such condition has been changed by the work or the scope of the work requires you to maintain existing roadway facilities and the claim arises from your failure to maintain;
2. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of you that occurred during the course of the work; or
3. To the extent prohibited by Ins Code § 11580.04.

Additional insured coverage must be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured endorsement form CG 2010 and CG 2037 (for completed operations), as published by the Insurance Services Office (ISO), or equivalent form as approved by the Department.

7-1.06D(3) Contractor's Insurance Policies are Primary

The policy must stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the State is excess only and must not be called upon to contribute with this insurance.

7-1.06D(4) Contractor's Insurance - Waiver of Subrogation

The policy must stipulate that coverage contains a waiver of subrogation in favor of the State, including its officers, directors, agents (excluding agents who are design professionals), and employees.

7-1.06D(5) Contractor's Insurance - Separation of Insureds

The policy must stipulate that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7-1.06E Automobile Liability Insurance

7-1.06E(1) General

Evidence automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles. The primary limits of liability must be not less than \$1,000,000 combined single limit for each accident for bodily injury and property damage liability.

7-1.06E(2) Automobile Liability Insurance Scheduled on Excess Liability Policies

The umbrella or excess liability coverage required under section 7-1.06D(2) also applies to automobile liability. The required limits of liability can be achieved by any combination of primary and excess policies. Automobile liability coverage must be scheduled on excess liability policies in order to meet the required automobile liability limits.

7-1.06F Policy Forms, Endorsements, and Certificates

Provide your General Liability Insurance under Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.

7-1.06G Deductibles

The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, you are responsible for any deductible amount and must warrant that the coverage provided to the State complies with section 7-1.06.

7-1.06H Enforcement

The Department may assure your compliance with your insurance obligations. Ten days before an insurance policy lapses, expires, or is canceled during the Contract period you must submit to the Department evidence of renewal through a binder or specimen copies of such policies or complete replacement of the policy.

If you fail to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to you or terminate your control of the work.

Any failure to comply with the reporting provisions of your policy shall not affect coverage provided to the State, including its officers, directors, agents (excluding agents who are design professionals), and employees.

You are not relieved of your duties and responsibilities to indemnify, defend, and hold harmless the State, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

The minimum insurance coverage amounts do not relieve you for liability in excess of such coverage, nor do they preclude the State from taking other actions available to it, including the withholding of funds under this Contract.

7-1.06I Self-Insurance

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State.

If you use a self-insurance program or self-insured retention, you must provide the State with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the Contract is your acknowledgment that you will be bound by all laws as if you were an insurer as defined under Ins Code § 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Ins Code § 22.

7-1.07 LEGAL ACTIONS AGAINST THE DEPARTMENT

7-1.07A General

If legal action is brought against the Department over compliance with a State or federal law, rule, or regulation applicable to highway work, then:

1. If the Department in complying with a court order prohibits you from performing work, the resulting delay is a suspension related to your performance, unless the Department terminates the Contract.

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2. If a court order other than an order to show cause or the final judgment in the action prohibits the Department from requiring you to perform work, the Department may delete the prohibited work or terminate the Contract.

7-1.07B Seal Coat Claims

Pay for claims for personal property damage caused by screening and bituminous binder. Seal coat claims are limited to:

1. 10 percent of the total bid
2. Damage occurring between the 1st day of screening spreading and 4 days after the last day of screening spreading for each seal coat location

Within 30 days of the last screening spreading, do the following:

1. Process and resolve all claims reported or submitted to you by the public as follows:
 - 1.1. Within 3 business days of receipt of a claim, submit to the Department a copy of the claim, a written analysis of the claim, and a statement indicating whether or not you will pay the claim. If you reject a claim, provide the reasons for rejection in writing.
 - 1.2. If the claimant becomes dissatisfied with your handling of the claim, immediately refer the claimant to the local district claims office for assistance in resolving the claim.
2. Submit to the Department evidence of your paid claims.

All claims presented to the Department, any district claims office, or the State Board of Control (Govt Code § 900 et seq.) are processed and resolved by the Department as follows:

1. The claims are processed as formal government claims subject to all laws and policies and are resolved as the Department determines including referring the claim to you for handling.
2. If the Department or the State Board of Control approves settlement of a claim or is ordered to pay pursuant to a court order, the claim is paid from funds withheld from you.
3. Within 3 business days of the Department's determination that you are responsible for resolving the claim, the Department sends a copy of the claim to you for resolution or notifies you of the Department's decision to resolve the claim.

The Department withholds an amount not to exceed 5 percent of the total bid to resolve all claims. The amount is held no longer than 60 days following the last spreading of screenings so that the Department has ample time to resolve any pending claims. After 60 days, any remaining amount withheld is returned to you.

If no withheld funds remain or have been returned, the Department may pay any claims and seek reimbursement from you through an offset or any other legal means. Any reimbursement or offset to be recovered from you, including all other paid claims, is limited to 10 percent of the total bid.

Section 7-1.07B does not limit your obligation to defend and indemnify the Department.

7-1.08 PERSONAL LIABILITY

Neither the Director, the Engineer nor any other officer or authorized employee of the State of California, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the Contract.

7-1.09 UNSHELTERED INDIVIDUALS ENCAMPMENTS

Notify the Engineer at least 10 days prior to needing access to areas in the right of way with encampments that affect performance of the work. The Department will remove encampments including encampment debris.

7-1.10 RESERVED

7-1.011 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS

7-1.011A General

Section 7-1.11 includes specifications required in a federal-aid construction contract and applies to a federal-aid contract.

Comply with 46 CFR 381.7(a)–(b).

A copy of form FHWA-1273 is included in section 7-1.11B. The training and promotion section of section II refers to training provisions as if they were included in the special provisions. The Department specifies the provisions in section 7-1.11D of the Standard Specifications. If a number of trainees or apprentices is required, the Department shows the number on the Notice to Bidders. Interpret each FHWA-1273 clause shown in the following table as having the same meaning as the corresponding Department clause:

FHWA-1273 Nondiscrimination Clauses

FHWA-1273 section	FHWA-1273 clause	Department clause
Training and Promotion	In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.	If section 7-1.11D applies, section 7-1.11D supersedes this subparagraph.
Records and Reports	If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.	If the Contract requires on-the-job training, collect and report training data.

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program, if the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart 1, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

7-1.011C Female and Minority Goals

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as shown in the following table:

Minority Utilization Goals

Economic area		Goal (%)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland, CA CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa, CA CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties: CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba

Economic area		Goal (%)
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 12.3	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties: CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7
	Non-SMSA Counties: CA Inyo; CA Mono; CA San Luis Obispo	24.6
181	San Diego, CA: SMSA Counties: 7320 San Diego, CA CA San Diego	16.9
	Non-SMSA Counties: CA Imperial	18.2

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

7-1.011D Training

Section 7-1.11D applies if a number of trainees or apprentices is shown on the Notice to Bidders.

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

You have primary responsibility for meeting this training requirement.

If you subcontract a Contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

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

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

Before starting work, submit:

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

Obtain the Department's approval for this submitted information before you start work. The Department credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of section 7-1.11D is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

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

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Department and FHWA approves a program if one of the following conditions is met:

1. Program is calculated to:
 - 1.1. Meet your equal employment opportunity responsibilities.
 - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.

-
2. Program is registered with the US Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts.

Obtain Department approval for your training program before you start work involving the classification covered by the program.

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

The Department reimburses you 80 cents per hour of training given an employee on this Contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed under a federal-aid contract and you do at least one of the following:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with section 7-1.11D

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under section 7-1.11D.

SP 70-25 California State Department of Industrial Relations (DIR) requirements:

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SP 70-26 Required workplace posters. Contractor shall provide and post on the project site any and all notification posters for public works projects, as required by the State of California and Federal Government. All penalties or fines shall be the responsibility of the Contractor.

SP 90-12 Security for construction warranty. The Contractor shall upon final acceptance of the work, furnish a bond to the Owner in a penal sum equal to five percent (5%) of the amount of the Contract price, executed by a surety company authorized by the Department of Insurance of the State of California to execute such a bond in this State, and which bond shall be approved as to form and manner of execution by the Owner's attorney. This bond shall be conditioned for the faithful performance by the said Contractor of the conditions and stipulations of the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section, thereof relating to maintenance and repair, for a period of one (1) year from the date of the final acceptance of the work. In default of the filing of such bond, a sum of money equal to said five percent (5%) may be retained out of any monies due to the Contractor and be held for one (1) year, or until the bond above described is filed.

For Contractors who have elected to set up an escrow account, they may elect to maintain the escrow account for a period of one (1) year from the date of final acceptance of the work in lieu of providing a bond for security of guarantee as described above.

MONTHLY PAYMENT REPORT

Name of Contractor's Firm: _____

Project Name/Location: _____

FAA AIP Project No.: _____

Subcontractor/DBE Supplier Name*	DBE Y/N	Subcontractor Contract Amount	Pay App #	Payment Period Date (From-To)	Amount Invoiced To Date	Amount Paid To Date	Current Retainage Amount	Total Retainage	Previous Payment Amount	Previous Payment Date	Total Payment Amount to Date

***ALL Subcontractors Must Be Listed – ONLY DBE Suppliers Must Be Listed**

Signature of Contractor's Representative

Print Contractor's Representative

Date

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SUBCONTRACTOR'S PROMPT PAYMENT CERTIFICATION

NOTE: Each Contractor shall provide a copy of this form to each of their Subcontractors (DBE and non-DBE) that are working on or has worked on this project. This certification applies to all tier Subcontractors. A completed copy of this form shall be submitted to the Sponsor's representative, the Prime Contractor and the Contractor you are working for at least 7 days prior to an application for payment. Any Subcontractor failing to submit a copy of this form shall be cause for the Sponsor's representative to delay the payment application. Reference Section 70-21, Item 12 for information on 49 CFR §26.29 with regard to Prompt Payment.

Should a Subcontractor indicate that they have not received payment for work they performed in which their Contractor has received payment, the Sponsor shall withhold the delinquent amount indicated unless the Contractor received written approval from the Sponsor of the Contractor's written request justifying withholding payment from the Subcontractor.

=====
Project Title: _____

Airport Name: _____

AIP No.: _____

Company Name: _____

Company Address: _____

_____ Contact Phone No.: _____

Contractor's Name you subcontract to: _____
=====

1. Have you performed work on this project within the last 30 days? Yes ___ No ___
2. Has the work you performed within the last 30 days been completed and accepted by the RPR?
Yes ___ No ___ Not sure ___
3. Have you been paid by the contractor you subcontracted with for the work you performed?
Yes ___ No ___
4. Estimated value of work performed in which you did not receive payment: \$ _____
5. Have you completed all work that you are required to perform on this contact? Yes ___ No ___

Written Name of Subcontractor's Rep. _____

Signature: _____ Date: _____



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**DISADVANTAGED BUSINESS ENTERPRISE
DBE PARTICIPATION SUMMARY**
(Submit one form for each DBE Firm.)

Airport Name _____

Contractor Name: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Firm DBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Contact Person Name: _____ Phone: _____

DBE Certification Agency: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

**DBE Commitments/Awards
-Breakdown By
Ethnicity & Gender**

- | | |
|--|--|
| <input type="checkbox"/> Black American | <input type="checkbox"/> Asian-Pacific American |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Non-Minority Women |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Other (i.e. not of any group listed here) |
| <input type="checkbox"/> Subcontinent Asian American | |

Classification:

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Prime Contractor | <input type="checkbox"/> Supplier |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Broker |
| <input type="checkbox"/> Subcontractor | |

Work items performed by DBE	Description	NAICS	Quantity	Amount Paid to DBE

The Contractor utilized the above-named DBE Firm for the work items described above.
The actual participation is as follows:

Total amount paid to DBE Firm: \$ _____ Percent of Contractor's total contract: _____ %

Affirmation:

The above-named DBE Firm affirms that it has performed the work items described above and has been paid the amount stated above.

By: _____
(Signature) (Title)



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SMALL BUSINESS PARTICIPATION PLAN

Sponsor's Name:	
Airport Name:	
City, State:	
AIP Number:	
Federal Fiscal Year:	

In accordance with 49 CFR Part 26, §26.39, the following detailed list shall be completed by the Contractor for construction work items and professional services work items to be performed by all subcontractors and suppliers which will be involved in the work that qualify as a Small Business, whether registered as such, or not. The firms listed do not have to be certified DBE firms. This form shall be filled out and submitted to the Sponsor prior to the start of construction.

Small Business Firms to be Utilized (Name, Address, Phone)		Work to be Performed	Total Estimated Cost of Work
Name			
Address			
City, State, Zip			
Telephone			
Is the Firm DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, State, Zip			
Telephone			
Is the Firm DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, State, Zip			
Telephone			
Is the Firm DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		



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Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, Employment agencies, and labor organizations are protected under Federal law from discrimination on the following bases.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITIES

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who's is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract, are protected under Federal law from discrimination on the following bases.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

FEDERAL WAGE RATES

"General Decision Number: CA20230018 03/10/2023

Superseded General Decision Number: CA20220018

State: California

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

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

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

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 30.45	10.60
Area 2.....	\$ 36.53	9.27

ASBE0016-008 08/01/2022

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 81.16	23.57
Area 2.....	\$ 62.51	23.57

BOIL0549-001 01/01/2021

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

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 49.62	41.27
Area 2.....	\$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 47.88	23.29
(7) San Francisco, San Mateo.....	\$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 45.12	21.55
(16) Monterey, Santa Cruz...	\$ 50.78	25.42

BRCA0003-008 07/01/2022

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

BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

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

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 33.86	17.54
Area 2.....	\$ 30.90	17.67
Area 3.....	\$ 29.89	16.80
Tile Layer		
Area 1.....	\$ 55.41	20.50
Area 2.....	\$ 50.66	20.40
Area 3.....	\$ 45.76	19.92

CARP0022-001 07/01/2021

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot
 221 ft.-deeper \$5.00 per foot

SATURATION DIVING:
 The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
 Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
 Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

CARP0035-007 07/01/2020

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0035-008 08/01/2020

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		

Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

 CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

 CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 CARP0217-001 07/01/2021

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

 CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

 CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

 CARP0701-001 07/01/2021

Fresno and Madera Counties

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

Rates Fringes

Sound & Communications

Installer.....	\$ 48.43	3%+23.15
Technician.....	\$ 55.69	3%+23.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0006-007 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 84.50	3%+40.315

 ELEC0100-002 03/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.50	27.655

 ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 38.24	23.80
Technician.....	\$ 47.80	24.08

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

 ELEC0234-001 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

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

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

 ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

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

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 * ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 68.92	32.67
ELECTRICIAN.....	\$ 61.26	32.44

 ELEC0302-003 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0332-001 06/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 92.20	42.316

ELECTRICIAN.....\$ 80.17 41.955

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	25.435
Technician.....	\$ 58.86	25.666

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 72.80	3%+39.94
ELECTRICIAN.....	\$ 63.30	3%+39.94

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work.....	\$ 46.67	7.75%+25.88
(2) All other work.....	\$ 44.45	7.75%+25.88

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	3%+23.90
Technician.....	\$ 58.86	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 40.88	3%+23.90
Technician.....	\$ 47.01	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2022

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 74.00	43.76

ELEC0617-003 12/01/2022

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	25.44
Technician.....	\$ 58.86	25.67

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.25	3%+26.63

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 38.24	23.80
Technician.....	\$ 43.98	23.97

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control

function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 77.61	37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0003-001 06/28/2021

""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 53.92	31.54
GROUP 2.....	\$ 52.39	31.54
GROUP 3.....	\$ 50.91	31.54
GROUP 4.....	\$ 49.53	31.54
GROUP 5.....	\$ 48.26	31.54
GROUP 6.....	\$ 46.94	31.54
GROUP 7.....	\$ 45.80	31.54
GROUP 8.....	\$ 44.66	31.54
GROUP 8-A.....	\$ 42.45	31.54
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15

Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller

Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signaller; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler,

land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

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

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

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

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:

Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2022

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 45.77	35.46
AREA 2:		
(1) Leverman.....	\$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 47.77	35.46

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

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

NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

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

PLACER COUNTY:

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

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

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

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

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

TEHAMA COUNTY:

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

TRINITY COUNTY:

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

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 49.88	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval

Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

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

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 50.38	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

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

IRON0433-005 01/01/2023

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

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

LAB00067-002 06/27/2022

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

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 27.05	13.50
LABORER (Lead Removal)		
Area A.....	\$ 35.37	26.95
Area B.....	\$ 34.37	26.95

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00073-002 06/28/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

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

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2022

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

LAB00073-005 07/01/2021

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20

GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun;

Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

 WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

 LAB00073-009 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45
Work on a swing stage scaffold: \$1.00 per hour additional.		

 LAB00261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE		

CLOSURE)

Escort Driver, Flag Person..\$ 34.48	26.21
Traffic Control Person I...\$ 34.78	26.21
Traffic Control Person II...\$ 32.28	26.21

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

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

LAB00261-005 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 42.00		25.71
GROUP 2.....\$ 41.77		25.71
GROUP 3.....\$ 41.52		25.71
GROUP 4.....\$ 41.07		25.71
GROUP 5.....\$ 40.53		25.71
Shotcrete Specialist.....\$ 42.52		25.71

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....\$ 31.49		23.20
GROUP 1.....\$ 30.79		23.20

GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

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

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

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not

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

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LAB00261-011 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 34.85	26.32

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 40.48	30.23

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

LAB00270-003 06/28/2021

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 34.48	26.21
Area B.....	\$ 33.48	26.21
Traffic Control Person I		
Area A.....	\$ 34.78	26.21
Area B.....	\$ 33.78	26.21
Traffic Control Person II		
Area A.....	\$ 32.28	26.21
Area B.....	\$ 31.28	26.21

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

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

LAB00270-004 07/01/2021

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

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and

bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

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

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

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

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

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LAB00270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

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

LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Lead Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$

.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LAB00270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22

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

LAB00294-001 07/01/2022

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 35.29	25.21

LAB00294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...\$	31.28	26.21

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

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

LAB00294-005 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71

GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who

handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LAB00294-010 07/01/2021

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

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00294-011 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

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

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

cushions.

LAB00304-003 07/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 42.00	25.71
GROUP 2.....	\$ 41.77	25.71
GROUP 3.....	\$ 41.52	25.71
GROUP 4.....	\$ 41.07	25.71
GROUP 5.....	\$ 40.53	25.71
Shotcrete Specialist.....	\$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos

and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

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

LAB00324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	34.48	26.21
Traffic Control Person I....\$	34.78	26.21
Traffic Control Person II...\$	32.28	26.21

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

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

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	37.82	24.11
GROUP 2.....\$	37.59	24.11
GROUP 3.....\$	37.34	24.11
GROUP 4.....\$	36.89	24.11
GROUP 5.....\$	36.35	24.11
Shotcrete Specialist.....\$	38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite,

epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place

manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LAB00324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00324-018 07/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 38.28	29.43

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

LAB01130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

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

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

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

LAB01130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

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

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LAB01130-008 07/01/2021

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

	Rates	Fringes
Plasterer tender.....	\$ 35.82	28.45

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

LAB01130-009 07/01/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 35.82	28.45

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

* PAIN0016-001 01/01/2023

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

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.
 INDUSTRIAL PAINTING - \$0.25 additional per hour
 [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

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

 PAIN0016-003 07/01/2022

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

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 57.16	30.24
AREA 2.....	\$ 53.03	28.84

 * PAIN0016-012 01/01/2023

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

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 55.25	32.63

 * PAIN0016-015 01/01/2023

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

	Rates	Fringes
PAINTER		
Brush.....	\$ 38.23	22.05

FOOTNOTES:
 SPRAY/SANDBLAST: \$0.50 additional per hour.
 EXOTIC MATERIALS: \$1.25 additional per hour.
 HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

 PAIN0016-022 01/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 49.99	26.33

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 40.00	26.76

PAIN0169-005 01/01/2023

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

	Rates	Fringes
GLAZIER.....	\$ 55.77	32.45

PAIN0294-004 01/01/2021

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 31.36	20.33
Drywall Finisher/Taper.....	\$ 40.10	25.00

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 08/01/2022

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 37.12	22.10

PAIN0767-001 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
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Parking Lot Striping/Highway

Marking:

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

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

 * PAIN1237-003 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

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

 PLAS0066-002 07/01/2019

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

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

 PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

 PLAS0300-005 07/01/2016

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

 PLUM0038-001 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration		

Fitter).....\$ 82.00 48.18

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

PLUM0062-001 01/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 50.00	39.35

PLUM0159-001 07/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.93	41.04
(2) All other work.....	\$ 62.12	45.24

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 46.95	38.59

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphraging of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions;

Setting up and tearing down work benches, ladders and job
 shacks; Clean-up and sweeping of jobsite; Pipe wrapping and
 waterproofing where tar or similar material is applied for
 protection of buried piping; Flagman

 PLUM0342-001 07/01/2022

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 72.00	45.70
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 72.00	45.70

 PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
 MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
 SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 32.22	17.55

 PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

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

 PLUM0442-001 01/01/2023

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

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 50.75	35.14

 PLUM0467-001 07/01/2021

SAN MATEO COUNTY

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

 ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 41.31	15.31

FOOTNOTE: Work with pitch, pitch base of pitch impregnated

products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

 ROOF0040-002 08/01/2022

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 49.83	21.14

 ROOF0081-001 08/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 50.27	20.66

 ROOF0081-004 08/01/2022

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

	Rates	Fringes
ROOFER.....	\$ 43.13	19.71

 ROOF0095-002 08/01/2022

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

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 55.16	20.82
Journeyman.....	\$ 51.16	20.82
Kettle person (2 kettles)...	\$ 53.16	20.82

 SFCA0483-001 01/01/2023

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

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 72.59	36.95

 SFCA0669-011 01/01/2023

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

	Rates	Fringes
SPRINKLER FITTER.....	\$ 42.30	27.25

SHEE0104-001 07/01/2020

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

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

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

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

SHEE0104-015 07/01/2020

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

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates	Fringes
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Sheet metal worker (Metal decking and siding only).....\$ 44.45 35.55

 TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment

when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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STATE WAGE RATES

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

LOCALITY: SAN MATEO COUNTY

DETERMINATION: SMA-2023-1

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
#BRICKLAYER, BLOCKLAYER:	BRICKLAYER, BLOCKLAYER, STONEMASON		08/22/2022	04/30/2023**	\$50.690	A	\$11.100		\$13.320		\$3.000	B	\$0.800		\$2.190	C	8.0	D	\$81.100	\$107.950	E	\$107.950	E	\$134.790		Holidays	Scope of Work	Travel & Subsistence
#BRICKLAYER, BLOCKLAYER:	POINTER, CLEANER, CAULKER, WATERPROOFER		08/22/2022	06/30/2023*	\$56.700	A	\$11.100		\$13.620		\$0.000	E	\$1.630		\$0.430		8.0	D	\$83.480	\$111.830		\$111.830	G	\$140.180		Holidays	Scope of Work	Travel & Subsistence
#BRICK TENDER			08/22/2022	06/30/2023*	\$39.690	H	\$9.600		\$13.430		\$0.000	E	\$0.450		\$0.300		8.0		\$63.470	\$83.320	I	\$83.320	I	\$103.160		Holidays	Scope of Work	Travel & Subsistence
#CARPET, LINOLEUM,	SOFT FLOOR LAYER		02/22/2023	06/30/2023*	\$56.350	A	\$11.050		\$20.530		\$0.000	J	\$1.050		\$0.340		8.0		\$89.320	\$117.500	K	\$117.500	K	\$145.670		Holidays	Scope of Work	Travel & Subsistence
CARPET, LINOLEUM,	FLOOR COVERING HANDLER AFTER 3 YEARS		02/22/2023	06/30/2023*	\$28.150	A	\$11.050		\$10.270		\$0.000	J	\$0.050		\$0.340		8.0		\$49.860	\$63.940	K	\$63.940	K	\$78.010		Holidays	Scope of Work	Travel & Subsistence
CARPET, LINOLEUM,	FLOOR COVERING HANDLER LESS THAN 3 YEARS		02/22/2023	06/30/2023*	\$22.510	A	\$11.050		\$8.210		\$0.000	J	\$0.050		\$0.340		8.0		\$42.160	\$53.420	K	\$53.420	K	\$64.670		Holidays	Scope of Work	Travel & Subsistence
CARPET, LINOLEUM,	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS		02/22/2023	06/30/2023*	\$18.000	A	\$11.050		\$6.570		\$0.000	J	\$0.050		\$0.340		8.0		\$36.010	\$45.010	K	\$45.010	K	\$54.010		Holidays	Scope of Work	Travel & Subsistence
CARPET, LINOLEUM,	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS		02/22/2023	06/30/2023*	\$20.250	A	\$11.050		\$7.390		\$0.000	J	\$0.050		\$0.340		8.0		\$39.080	\$49.210	K	\$49.210	K	\$59.330		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	COMM & SYSTEM INSTALLER		02/22/2023	10/31/2023**	\$51.180		\$12.800		\$10.000	L	\$0.000		\$1.100		\$0.260	M	8.0		\$77.140	\$103.620	N	\$103.620	N	\$130.110		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	COMM & SYSTEM TECH.		02/22/2023	10/31/2023**	\$58.860		\$12.800		\$10.000	L	\$0.000		\$1.100		\$0.260	M	8.0		\$85.080	\$115.530	N	\$115.530	N	\$145.990		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	INSIDE WIREMAN, TECHNICIAN		08/22/2022	05/31/2023**	\$74.000	A	\$19.990		\$20.000	O	\$0.000	E	\$2.050		\$0.250		8.0		\$118.510	\$156.620	P	\$194.730		\$194.730	Q	Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	CABLE SPLICER		08/22/2022	05/31/2023**	\$85.100	A	\$19.990		\$20.000	O	\$0.000	E	\$2.050		\$0.250		8.0		\$129.940	\$173.770	P	\$217.600		\$217.600	Q	Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHIEF OF PARTY	R	02/22/2023	02/29/2024**	\$55.290		\$13.380		\$13.510	S	\$4.960	I	\$1.260		\$0.190		8.0		\$88.590	\$116.240	U	\$116.240	U	\$143.880		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	INSTRUMENTMAN	R	02/22/2023	02/29/2024**	\$51.200		\$13.380		\$13.510	S	\$4.960	I	\$1.260		\$0.190		8.0		\$84.500	\$110.100	U	\$110.100	U	\$135.700		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHAINMAN/RODMAN	R	02/22/2023	02/29/2024**	\$48.320		\$13.380		\$13.510	S	\$4.960	I	\$1.260		\$0.190		8.0		\$81.620	\$105.780	U	\$105.780	U	\$129.940		Holidays	Scope of Work	Travel & Subsistence
#GLAZIER		V	02/22/2023	12/31/2023**	\$55.720	A	\$11.050		\$20.300	W	\$0.000		\$1.100		\$0.480	X	8.0		\$88.650	\$116.510	Y	\$144.370		\$144.370		Holidays	Scope of Work	Travel & Subsistence
#MARBLE FINISHER		Z	08/22/2022	07/31/2023**	\$39.200	AA	\$11.100		\$6.180		\$0.000	J	\$0.450		\$0.910		8.0		\$57.840	\$77.440	AB	\$97.040		\$97.040		Holidays	Scope of Work	Travel & Subsistence
#MARBLE MASON		Z	08/22/2022	07/31/2023**	\$56.980	AA	\$11.100		\$15.780		\$0.000	J	\$0.800		\$1.250		8.0		\$85.910	\$114.400	AB	\$142.890		\$142.890		Holidays	Scope of Work	Travel & Subsistence
#PAINTER		AC	02/22/2023	06/30/2023*	\$47.370	H	\$11.050		\$15.220	S	\$0.000	J	\$1.010		\$0.380		8.0	D	\$75.030	\$98.720	AD	\$98.720	AD	\$122.400		Holidays	Scope of Work	Travel & Subsistence
#PAINTER	INDUSTRIAL PAINTER	AE	02/22/2023	06/30/2023*	\$49.370	H	\$11.050		\$15.220	S	\$0.000	J	\$1.010		\$0.380		8.0	D	\$77.030	\$101.720	AD	\$101.720	AD	\$126.400		Holidays	Scope of Work	Travel & Subsistence
#PAINTER	BRIDGE PAINTER	AF	02/22/2023	06/30/2023*	\$51.370	H	\$11.050		\$15.220	S	\$0.000	J	\$1.010		\$0.380		8.0	D	\$79.030	\$104.720	AD	\$104.720	AD	\$130.400		Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	TAPER		02/22/2023	06/30/2023**	\$57.110	AG	\$11.050		\$18.140		\$0.000	J	\$1.050		\$0.680		8.0		\$88.030	\$116.590	AH	\$116.590	AH	\$145.140	AI	Holidays	Scope of Work	Travel & Subsistence
#PLASTERER			08/22/2022	06/30/2023**	\$47.540	AJ	\$14.430		\$18.490		\$0.000	E	\$1.290		\$1.340		8.0		\$83.090	\$103.760	AK	\$103.760	AL	\$124.420		Holidays	Scope of Work	Travel & Subsistence
#PLASTER TENDER			02/22/2023	06/30/2023**	\$40.480		\$9.600		\$15.220		\$4.910		\$0.500		\$0.450		8.0		\$71.160	\$91.400	K	\$91.400	K	\$111.640		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	UNDERGROUND UTILITY PIPEFITTER		08/22/2022	06/30/2023**	\$32.220		\$12.150		\$3.000	AM	\$2.000		\$0.400		\$0.800		8.0		\$50.570	\$66.680		\$66.680	D	\$82.790		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	LANDSCAPE PIPEFITTER		08/22/2022	06/30/2023**	\$32.220		\$12.150		\$3.000	AM	\$2.000		\$0.400		\$0.800		8.0		\$50.570	\$66.680		\$66.680	D	\$82.790		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	AN	08/22/2022	06/30/2023**	\$19.220		\$12.150		\$3.000	AM	\$2.000		\$0.400		\$0.800		8.0		\$37.570	\$47.180		\$47.180	D	\$56.790		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE ASSISTANT JOURNEYMAN	AQ	08/22/2022	06/30/2023**	\$19.220		\$12.150		\$3.000	AM	\$2.000		\$0.400		\$0.800		8.0		\$37.570	\$47.180		\$47.180	D	\$56.790		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	UNDERGROUND UTILITY TRADESMAN	AP	08/22/2022	06/30/2023**	\$16.000		\$12.150		\$3.000	AM	\$2.000		\$0.400		\$0.800		8.0		\$34.350	\$42.350		\$42.350	D	\$50.350		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE TRADESMAN I	AQ	08/22/2022	06/30/2023**	\$16.000		\$12.150		\$0.000	AM	\$2.000		\$0.400		\$0.800		8.0		\$31.350	\$39.350		\$39.350	D	\$47.350		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE TRADESMAN II	AQ	08/22/2022	06/30/2023**	\$16.000		\$12.150		\$3.000	AM	\$2.000		\$0.400		\$0.800		8.0		\$34.350	\$42.350		\$42.350	D	\$50.350		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	PLUMBER, STEAMFITTER		08/22/2022	06/30/2023**	\$76.100		\$15.750		\$22.500	AM	\$0.000	E	\$1.310		\$0.650		8.0		\$116.310	\$154.360	E	\$154.360	AR	\$192.410		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	REFRIGERATION FITTER (HVAC)		08/22/2022	06/30/2023**	\$76.100		\$15.750		\$22.500	AM	\$0.000	E	\$1.310		\$0.650		8.0		\$116.310	\$154.360	E	\$154.360	AR	\$192.410		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)		02/22/2023	07/30/2023**	\$72.590	A	\$12.900		\$22.200		\$0.000	E	\$1.850		\$0.300		8.0		\$109.840	\$146.140	E	\$146.140	E	\$182.430		Holidays	Scope of Work	Travel & Subsistence
#ROOFER			08/22/2022	07/31/2023**	\$44.800		\$10.710		\$9.830		\$5.030		\$0.600		\$0.800		8.0		\$71.770	\$94.170	AS	\$94.170	AS	\$116.570		Holidays	Scope of Work	Travel & Subsistence
#ROOFER	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP		08/22/2022	07/31/2023**	\$46.800		\$10.710		\$9.830		\$5.030		\$0.600		\$0.800		8.0		\$73.770	\$97.170	AS	\$97.170	AS	\$120.570		Holidays	Scope of Work	Travel & Subsistence
#ROOFER	MASTIC WORKER, KETTLEMAN (2 KETTLES WITHOUT PUMPS)		08/22/2022	07/31/2023**	\$45.050		\$10.710		\$9.830		\$5.030		\$0.600		\$0.800		8.0		\$72.020	\$94.550	AS	\$94.550	AS	\$117.070		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER			08/22/2022	07/02/2023**	\$69.070	H	\$15.020	AT	\$32.290	AU	\$0.000	E	\$1.650		\$0.710		8.0		\$118.740	\$157.110	AV	\$157.110	AV	\$195.480		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER	TOTAL SHEET METAL CONTRACT OF \$200,000		08/22/2022	07/02/2023**	\$59.940	H	\$15.020	AT	\$30.590	AU	\$0.000	E	\$1.650		\$0.710		8.0		\$107.910	\$141.210	AV	\$141.210	AV	\$174.510		Holidays	Scope of Work	Travel & Subsistence

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
	OR LESS																											
#SHEET METAL WORKER	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)		08/22/2022	07/02/2023**	\$47.250	H	\$14.420	AW	\$16.660	AU	\$0.000	E	\$1.490		\$0.710		8.0		\$80.530	\$105.410	AX	\$105.410	AX	\$130.280		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)		08/22/2022	07/02/2023**	\$42.930	H	\$14.420	AW	\$10.950	AU	\$0.000	E	\$1.490		\$0.710		8.0		\$70.500	\$92.770	AX	\$92.770	AX	\$115.030		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)		08/22/2022	07/02/2023**	\$37.590	H	\$14.420	AW	\$5.310	AU	\$0.000	E	\$1.470		\$0.710		8.0		\$59.500	\$78.880	AV	\$78.880	AV	\$98.250		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER	AIR CONDITIONING PRO (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)		08/22/2022	07/02/2023**	\$44.090	H	\$14.420	AT	\$11.310	AU	\$0.000	E	\$1.470		\$0.710		8.0		\$72.000	\$94.800	AV	\$94.800	AV	\$117.590		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER	METAL DECK & SIDING		02/22/2023	06/30/2023*	\$47.920	H	\$15.000	AM	\$21.960	AY	\$0.000	E	\$0.320	AZ	\$0.000		8.0		\$85.200	\$110.160	AV	\$110.160	AV	\$135.120		Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO FINISHER		BA	08/22/2022	06/30/2023**	\$41.930	BB	\$11.100		\$6.470		\$0.000	E	\$0.800		\$1.040		8.0		\$61.340	\$79.900	AV	\$79.900	AV	\$98.450		Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO WORKER		BA	08/22/2022	06/30/2023**	\$56.840	BB	\$11.100		\$14.780		\$0.000	E	\$0.800		\$1.280		8.0		\$84.800	\$110.040	AV	\$110.040	AV	\$135.280		Holidays	Scope of Work	Travel & Subsistence
#TILE FINISHER			02/22/2023	03/31/2023**	\$32.860	BC	\$10.960		\$5.550		\$1.000		\$0.490		\$1.020		8.0	D	\$51.880	\$68.310		\$68.310	BD	\$84.740		Holidays	Scope of Work	Travel & Subsistence
#TILE FINISHER	RED CIRCLED FINISHER		02/22/2023	03/31/2023**	\$38.130	BC	\$10.960		\$6.330		\$1.500		\$0.490		\$1.150		8.0	D	\$58.560	\$77.630		\$77.630	BD	\$96.690		Holidays	Scope of Work	Travel & Subsistence
#TILE SETTER			02/22/2023	03/31/2023**	\$52.910	BC	\$10.960		\$8.050		\$2.500		\$0.700		\$1.690		8.0	D	\$76.810	\$103.270		\$103.270	BD	\$129.720		Holidays	Scope of Work	Travel & Subsistence
WATER WELL DRILLER:			02/22/2023	03/31/2023*	\$15.500		\$3.200		\$0.780		\$0.630	BE	\$0.000		\$0.000		8.0		\$20.110	\$27.860	BF	\$27.860	BF	\$27.860	BF	Holidays	Scope of Work	Travel & Subsistence
WATER WELL DRILLER:	PUMP INSTALLER		02/22/2023	03/31/2023*	\$15.500		\$3.200		\$0.780		\$0.630	BE	\$0.000		\$0.000		8.0		\$20.110	\$27.860	BF	\$27.860	BF	\$27.860	BF	Holidays	Scope of Work	Travel & Subsistence
WATER WELL DRILLER:	HELPER		02/22/2023	03/31/2023*	\$15.500		\$3.200		\$0.780		\$0.520	BG	\$0.000		\$0.000		8.0		\$20.000	\$27.750	BF	\$27.750	BF	\$27.750	BF	Holidays	Scope of Work	Travel & Subsistence

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FOOTNOTES

- * 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.
- ** 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.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP.
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B VACATION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- C INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE, LABOR MANAGEMENT COOPERATION COMMITTEE, AND VACATION TRUST FUND. EFFECTIVE 5/1/2022, INDUSTRY PROMOTION FUND IS SPLIT INTO THE INDUSTRY FUND AND THE CALIFORNIA MASONRY COUNCIL.
- D SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- E RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- F INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- G RATE APPLIES TO THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- H INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- I RATE APPLIES TO FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- J INCLUDED IN BASIC HOURLY RATE.
- K RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- L IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- M IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- N RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- O IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- P RATE APPLIES TO THE FIRST 2 OVERTIME HOURS; ALL OTHER TIME IS PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- Q WHEN WORK IS PERFORMED ON THE FOLLOWING HOLIDAYS, FRINGES (EXCEPT FOR TRAINING) SHALL BE PAID AT DOUBLE (2X) THE STRAIGHT TIME RATE: LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY.
- R ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- S INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- T INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- U RATE APPLIES TO DAILY OVERTIME HOURS UP TO AND INCLUDING 12 HOURS WORKED IN A WORKDAY OR OTHER OVERTIME HOURS BEYOND 40 HOURS IN A WORKWEEK. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT THAT THERE ARE LESS THAN 40 HOURS WORKED MONDAY THROUGH FRIDAY, THEN THE BALANCE OF HOURS WORKED UP TO AND INCLUDING 40 HOURS FOR THE WORKWEEK, OR UP TO 8 HOURS FOR THE WORKDAY, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- V CERTIFIED MANIPULATOR WORK SHALL RECEIVE \$1.25 PER HOUR ABOVE THE BASIC WAGE RATE
- W INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- X INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
- Y RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- Z EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- AA INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.

- AB RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- AC EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: WALL COVERING (\$2.00 PER HOUR), EXOTIC MATERIALS (\$1.25 PER HOUR) AND LEAD ABATEMENT/REMOVAL (\$1.00 PER HOUR). EMPLOYEES SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM PAY WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$2.00 PER HOUR ABOVE BASIC HOURLY RATE WHEN WORKING OVER 50 FEET ABOVE GROUND OR WATER LEVEL, \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AD RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AE EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). EMPLOYEES SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM PAY WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AF EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AG INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF
- AH RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AI DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
- AJ INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME.EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL \$15.00 PER DAY ABOVE THE WAGE RATE
- AK RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AL RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AM PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AN THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- AO THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN.
- AP THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- AQ THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN
- AR RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AS RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT THAT CONDITIONS OVER WHICH THE INDIVIDUAL EMPLOYER HAS NO CONTROL (I.E. ADVERSE WEATHER, PROJECT DELAYS, LOGISTICAL PROBLEMS, GENERAL CONTRACTOR OR BUILDING OWNER REQUIREMENTS, ETC.) PREVENT EMPLOYEES FROM WORKING ON ONE OR MORE DAYS DURING THE REGULAR WORK WEEK, THEN WORK IS TO BE PERFORMED ON SATURDAY, WHEN AVAILABLE, AND PAID AT THE STRAIGHT TIME RATES.
- AT INCLUDES SMOHIT AND SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AU INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AV RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AW INCLUDES SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AX RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.
- AY INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.
- AZ INCLUDES \$0.05 FOR SCHOLAR FUND.
- BA THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).
- BB INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- BC INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE \$1.00 PER HOUR IN ADDITION TO REGULAR WAGES.
- BD RATE APPLIES TO THE FIRST 9 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- BE RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.88 AFTER 2 YEARS OF EMPLOYMENT.
- BF RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.
- BG RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.72 AFTER 2 YEARS OF EMPLOYMENT.

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](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: 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](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.

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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

LOCALITY: SAN MATEO COUNTY

DETERMINATION: SMA-2023-1

PREDETERMINED INCREASES

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT INCREASE 1	AMOUNT OF INCREASE 1	INCREASE FOOTNOTE 1	DATE OF NEXT INCREASE 2	AMOUNT OF INCREASE 2	INCREASE FOOTNOTE 2	DATE OF NEXT INCREASE 3	AMOUNT OF INCREASE 3	INCREASE FOOTNOTE 3	DATE OF NEXT INCREASE 4	AMOUNT OF INCREASE 4	INCREASE FOOTNOTE 4
BRICKLAYER, BLOCKLAYER:	BRICKLAYER, BLOCKLAYER, STONEMASON		08/22/2022	04/30/2023**	05/01/2023	\$2.80	A	05/01/2024	\$3.00	A	05/01/2025	\$3.10	A	05/01/2026	\$3.25	A
ELECTRICIAN:	COMM & SYSTEM INSTALLER		02/22/2023	10/31/2023**	11/01/2023	\$2.25	B									
ELECTRICIAN:	COMM & SYSTEM TECH.		02/22/2023	10/31/2023**	11/01/2023	\$2.25	B									
ELECTRICIAN:	INSIDE WIREMAN, TECHNICIAN		08/22/2022	05/31/2023**	06/01/2023	\$6.00	A									
ELECTRICIAN:	CABLE SPLICER		08/22/2022	05/31/2023**	06/01/2023	\$6.00	A									
FIELD SURVEYOR:	CHIEF OF PARTY	C	02/22/2023	02/29/2024**	03/01/2024	\$3.25	A									
FIELD SURVEYOR:	INSTRUMENTMAN	C	02/22/2023	02/29/2024**	03/01/2024	\$2.75	A									
FIELD SURVEYOR:	CHAINMAN/RODMAN	C	02/22/2023	02/29/2024**	03/01/2024	\$2.75	A									
GLAZIER		D	02/22/2023	12/31/2023**	01/01/2024	\$2.00	A									
MARBLE FINISHER		E	08/22/2022	07/31/2023**	08/01/2023	\$2.25	A									
MARBLE MASON		E	08/22/2022	07/31/2023**	08/01/2023	\$3.50	A									
PAINTER:	TAPER		02/22/2023	06/30/2023**	07/01/2023	\$4.35	E	07/01/2024	\$4.70	A	07/01/2025	\$5.00	A			
PLASTERER			08/22/2022	06/30/2023**	07/01/2023	\$3.00	A	07/01/2024	\$3.00	A						
PLASTER TENDER			02/22/2023	06/30/2023**	07/01/2023	\$2.50	G	07/01/2024	\$2.60	A	07/01/2025	\$2.65	A			
PLUMBER:	UNDERGROUND UTILITY PIPEFITTER		08/22/2022	06/30/2023**	07/01/2023	\$1.57	H	07/01/2024	\$1.47	I						
PLUMBER:	LANDSCAPE PIPEFITTER		08/22/2022	06/30/2023**	07/01/2023	\$1.57	H	07/01/2024	\$1.47	I						
PLUMBER:	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	J	08/22/2022	06/30/2023**	07/01/2023	\$1.17	K	07/01/2024	\$1.02	L						
PLUMBER:	LANDSCAPE ASSISTANT JOURNEYMAN	M	08/22/2022	06/30/2023**	07/01/2023	\$1.17	K	07/01/2024	\$1.02	L						
PLUMBER:	UNDERGROUND UTILITY TRADESMAN	N	08/22/2022	06/30/2023**	07/01/2023	\$1.10	Q	07/01/2024	\$0.97	P						
PLUMBER:	LANDSCAPE TRADESMAN I	Q	08/22/2022	06/30/2023**	07/01/2023	\$1.10	Q	07/01/2024	\$0.97	P						
PLUMBER:	LANDSCAPE TRADESMAN II	Q	08/22/2022	06/30/2023**	07/01/2023	\$1.10	Q	07/01/2024	\$0.97	P						
PLUMBER:	PLUMBER, STEAMFITTER		08/22/2022	06/30/2023**	07/01/2023	\$3.95	A									
PLUMBER:	REFRIGERATION FITTER (HVAC)		08/22/2022	06/30/2023**	07/01/2023	\$3.95	A									
PLUMBER:	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)		02/22/2023	07/30/2023**	07/31/2023	\$3.50	A									
ROOFER			08/22/2022	07/31/2023**	08/01/2023	\$3.65	A									
ROOFER	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP		08/22/2022	07/31/2023**	08/01/2023	\$3.65	A									
ROOFER	MASTIC WORKER, KETTLEMAN (2 KETTLES WITHOUT PUMPS)		08/22/2022	07/31/2023**	08/01/2023	\$3.65	A									
SHEET METAL WORKER			08/22/2022	07/02/2023**	07/03/2023	\$5.30	A	07/01/2024	\$5.70	A						
SHEET METAL WORKER	TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS		08/22/2022	07/02/2023**	07/03/2023	\$4.50	A	07/01/2024	\$4.85	A						
SHEET METAL WORKER	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)		08/22/2022	07/02/2023**	07/03/2023	\$3.18	A	07/01/2024	\$3.42	A						
SHEET METAL WORKER	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)		08/22/2022	07/02/2023**	07/03/2023	\$2.92	A	07/01/2024	\$3.14	A						
SHEET METAL WORKER	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)		08/22/2022	07/02/2023**	07/03/2023	\$2.39	A	07/01/2024	\$2.57	A						
SHEET METAL WORKER	AIR CONDITIONING PRO (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)		08/22/2022	07/02/2023**	07/03/2023	\$2.92	A	07/01/2024	\$3.14	A						
TERRAZZO FINISHER		R	08/22/2022	06/30/2023**	07/01/2023	\$2.50	A	07/01/2024	\$2.50	A	07/01/2025	\$2.50	A	07/01/2026	\$2.50	A
TERRAZZO WORKER		R	08/22/2022	06/30/2023**	07/01/2023	\$3.00	A	07/01/2024	\$3.00	A	07/01/2025	\$3.00	A	07/01/2026	\$3.00	A
TILE FINISHER			02/22/2023	03/31/2023**	04/01/2023	\$2.81	S									
TILE FINISHER	RED CIRCLED FINISHER		02/22/2023	03/31/2023**	04/01/2023	\$2.74	I									
TILE SETTER			02/22/2023	03/31/2023**	04/01/2023	\$3.25	U	04/01/2024	\$3.75	A						

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FOOTNOTES

- ** 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.
- A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- B \$0.25 TO HEALTH AND WELFARE
- C ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- D CERTIFIED MANIPULATOR WORK SHALL RECEIVE \$1.25 PER HOUR ABOVE THE BASIC WAGE RATE
- E EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- F \$3.25 TO BASIC HOURLY RATE AND \$1.10 TO PENSION.
- G \$0.50 INCREASE TO BASIC HOURLY RATE, \$0.50 DECREASE TO OTHER, AND \$2.50 TO WAGES AND/OR FRINGES. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- H \$1.07 TO THE BASIC HOURLY RATE, AND \$0.50 TO VACATION/HOLIDAY.
- I \$1.22 TO THE BASIC HOURLY RATE, AND \$0.25 TO HEALTH & WELFARE.
- J THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- K \$0.67 TO THE BASIC HOURLY RATE, AND \$0.50 TO VACATION/HOLIDAY.
- L \$0.77 TO THE BASIC HOURLY RATE, \$0.25 TO HEALTH & WELFARE.
- M THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN.
- N THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- O \$0.60 TO BASIC HOURLY RATE, AND \$0.50 TO VACATION/HOLIDAY.
- P \$0.72 TO BASIC HOURLY RATE, AND \$0.25 TO HEALTH & WELFARE.
- Q THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN

R THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

S \$1.61 TO BASIC HOURLY RATE, \$0.25 TO HEALTH & WELFARE, \$0.35 TO PENSION, \$0.25 TO VACATION/HOLIDAY, \$0.04 TO TRAINING, AND \$0.31 TO OTHER.

T \$1.61 TO BASIC HOURLY RATE, \$0.25 TO HEALTH & WELFARE, \$0.35 TO PENSION, \$0.25 TO VACATION/HOLIDAY, \$0.04 TO TRAINING, AND \$0.24 TO OTHER.

U \$1.95 TO BASIC HOURLY RATE, \$0.25 TO HEALTH & WELFARE, \$0.47 TO PENSION, \$0.25 TO VACATION/HOLIDAY, \$0.10 TO TRAINING, AND \$0.23 TO OTHER.

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PREDETERMINED INCREASE

CRAFT:

Building/Construction Inspector and Field Soils and Material Tester (All Shifts)

DETERMINATION:

NC-63-3-9-2022-1

LOCALITIES:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties

The predetermined increases for the above-named craft apply only to the above-referenced determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2022, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER: Group 1 through Group 4 (All Shifts)

The above determination is currently in effect and expires on June 30, 2023**.

Effective July 1, 2023, there will be an increase of \$2.75 to be allocated to wages and/or employer payments.

Effective July 1, 2024, there will be an increase of \$3.00 to be allocated to wages and/or employer payments.

There will be no further increases applicable to these determinations.

Issued 8/22/2022, effective 9/1/2022 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2022

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:

NC-63-3-9-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023** 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.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

Wages and Employer Payments:

Classification ^a (Journey person)	Basic Hourly Rate	Health and Welfare ^b	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^c (1 ½ X)	Saturday Overtime Hourly Rate ^c (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$56.02	\$13.38	\$11.57	\$6.15	\$1.13	\$0.24	8	\$88.49	\$116.50	\$116.50	\$144.51
Group 2	\$54.02	\$13.38	\$11.57	\$6.15	\$1.13	\$0.24	8	\$86.49	\$113.50	\$113.50	\$140.51
Group 3	\$46.81	\$13.38	\$11.57	\$6.15	\$1.13	\$0.24	8	\$79.28	\$102.685	\$102.685	\$126.09
Group 4	\$40.84	\$13.38	\$11.57	\$6.15	\$1.13	\$0.24	8	\$73.31	\$93.73	\$93.73	\$114.15

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 (Second Shift)#

Determination:

NC-63-3-9-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023** 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.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

Wages and Employer Payments:

Classification ^a (Journeyman) Group	Basic Hourly Rate	Health and Welfare ^b	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^c (1 ½ X)	Saturday Overtime Hourly Rate ^c (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$63.02	\$13.38	\$11.57	\$6.15	\$1.13	\$0.24	8	\$95.49	\$127.00	\$127.00	\$158.51
Group 2	\$60.77	\$13.38	\$11.57	\$6.15	\$1.13	\$0.24	8	\$93.24	\$123.625	\$123.625	\$154.01
Group 3	\$52.66	\$13.38	\$11.57	\$6.15	\$1.13	\$0.24	8	\$85.13	\$111.46	\$111.46	\$137.79
Group 4	\$45.95	\$13.38	\$11.57	\$6.15	\$1.13	\$0.24	8	\$78.42	\$101.395	\$101.395	\$124.37

CLASSIFICATIONS:

GROUP 1

ASNT Level II-III
DSA Masonry
DSA Shotcrete
Lead Inspector
NICET Level IV
NDT Level Two

GROUP 2

AWS-CWI
ICC Certified Structural
Inspector
NICET Level III
Shear Wall/Floor System
Inspector
Building/Construction
Inspector

GROUP 3

Geotechnical Driller
Soils/Asphalt
Earthwork Grading
Excavation and Backfill
NICET Level II

GROUP 4

ACI
Drillers Helper
ICC Fireproofing
NICET Level I
Proofload Testing
Torque Testing
NACE
NDT Level One

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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classifications within each group, see page 3.

^b Amount shall be paid for all hours worked up to 173 hours per month.

^c Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

PREDETERMINED INCREASE

CRAFT:

Laborer and Related Classifications (All Shifts)

DETERMINATIONS:

NC-23-102-1-2023-1 and NC-23-102-1-2023-1A

LOCALITIES:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

These predetermined increases apply to the above referenced determination for work being performed on public works projects with bid advertisement dates on or after March 4, 2023 until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project, has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LABORER: All Classifications, Areas and All Shifts (Except Group 7, Stage 1-3)

Determinations NC-23-102-1-2023-1 and NC-23-102-1-2023-1A are currently in effect and expire on June 25, 2023**.

Effective June 26, 2023, there will be an increase of \$2.50 to be allocated to wages and/or employer payments.

Effective July 1, 2024, there will be an increase of \$2.60 to be allocated to wages and/or employer payments.

Effective June 30, 2025, there will be an increase of \$2.65 to be allocated to wages and/or employer payments.

Effective June 29, 2026, there will be an increase of \$2.65 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

LABORER: Group 7 - Stage 1 (1st 6 Months)(All Areas)(All Shifts)

Determinations NC-23-102-1-2023-1 and NC-23-102-1-2023-1A are currently in effect and expire on June 25, 2023**.

Effective June 26, 2023, there will be an increase of \$1.75 to be allocated to wages and/or employer payments.

Effective July 1, 2024, there will be an increase of \$1.82 to be allocated to wages and/or employer payments.

Effective June 30, 2025, there will be an increase of \$1.86 to be allocated to wages and/or employer payments.

Effective June 29, 2026, there will be an increase of \$1.86 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

LABORER: Group 7 - Stage 2 (2nd 6 Months)(All Areas)(All Shifts)

Determinations NC-23-102-1-2023-1 and NC-23-102-1-2023-1A are currently in effect and expire on June 25, 2023**.

Effective June 26, 2023, there will be an increase of \$2.00 to be allocated to wages and/or employer payments.

Effective July 1, 2024, there will be an increase of \$2.08 to be allocated to wages and/or employer payments.

Effective June 30, 2025, there will be an increase of \$2.12 to be allocated to wages and/or employer payments.

Effective June 29, 2026, there will be an increase of \$2.12 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

LABORER: Group 7 - Stage 3 (3rd 6 Months) (All Areas)(All Shifts)

Determinations NC-23-102-1-2023-1 and NC-23-102-1-2023-1A are currently in effect and expire on June 25, 2023**.

Effective June 26, 2023, there will be an increase of \$2.25 to be allocated to wages and/or employer payments.

Effective July 1, 2024, there will be an increase of \$2.34 to be allocated to wages and/or employer payments.

Effective June 30, 2025, there will be an increase of \$2.39 to be allocated to wages and/or employer payments.

Effective June 29, 2026, there will be an increase of \$2.39 to be allocated to wages and/or employer payments.

There will be no further increases applicable to these determinations.

Issued 2/22/2023, Effective 3/4/2023 until superseded.

This page will updated when wage rate breakdown information becomes available.

Last Updated: March 4, 2023

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:

NC-23-102-1-2023-1

Issue Date:

February 22, 2023

Expiration date of determination:

June 25, 2023** 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.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification ^a (Journeyman)	Basic Hourly Rate ^b	Hours ^c	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$35.95	8	\$63.26	\$81.24	\$99.21
Group 1; Group 1(B) ^e	\$35.25	8	\$62.56	\$80.19	\$97.81
Group 1 (A)	\$35.47	8	\$62.78	\$80.52	\$98.25
Group 1 (C)	\$35.30	8	\$62.61	\$80.26	\$97.91
Group 1 (E)	\$35.80	8	\$63.11	\$81.01	\$98.91
Group 1 (G)	\$35.45	8	\$62.76	\$80.49	\$98.21
Group 2	\$35.10	8	\$62.41	\$79.96	\$97.51
Group 3; Group 3 (A)	\$35.00	8	\$62.31	\$79.81	\$97.31
Group 4; Group 6 (B)	\$28.69	8	\$56.00	\$70.35	\$84.69
Group 6	\$36.21	8	\$63.52	\$81.63	\$99.73
Group 6 (A)	\$35.71	8	\$63.02	\$80.88	\$98.73
Group 6 (C)	\$35.12	8	\$62.43	\$79.99	\$97.55
Group 6 (D)	\$35.83	8	\$63.14	\$81.06	\$98.97
Group 6 (E)	\$34.85	8	\$62.16	\$79.59	\$97.01
Group 7 – Stage 1 (1 st 6 months)	\$24.50	8	\$51.81	\$64.06	\$76.31
Group 7 – Stage 2 (2 nd 6 months)	\$28.00	8	\$55.31	\$69.31	\$83.31
Group 7 – Stage 3 (3 rd 6 months)	\$31.50	8	\$58.81	\$74.56	\$90.31

WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification (Journey person)	Basic Hourly Rate ^b	Hours ^c	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$34.95	8	\$62.26	\$79.74	\$97.21
Group 1; Group 1(B) ^e	\$34.25	8	\$61.56	\$78.69	\$95.81
Group 1 (A)	\$34.47	8	\$61.78	\$79.02	\$96.25
Group 1 (C)	\$34.30	8	\$61.61	\$78.76	\$95.91
Group 1 (E)	\$34.80	8	\$62.11	\$79.51	\$96.91
Group 2	\$34.10	8	\$61.41	\$78.46	\$95.51
Group 3; Group 3 (A)	\$34.00	8	\$61.31	\$78.31	\$95.31
Group 4; Group 6 (B)	\$27.69	8	\$55.00	\$68.85	\$82.69
Group 6	\$35.21	8	\$62.52	\$80.13	\$97.73
Group 6 (A)	\$34.71	8	\$62.02	\$79.38	\$96.73
Group 6 (C)	\$34.12	8	\$61.43	\$78.49	\$95.55
Group 6 (D)	\$34.83	8	\$62.14	\$79.56	\$96.97
Group 6 (E)	\$33.85	8	\$61.16	\$78.09	\$95.01
Group 7 – Stage 1 (1 st 6 months)	\$23.80	8	\$51.11	\$63.01	\$74.91
Group 7 – Stage 2 (2 nd 6 months)	\$27.20	8	\$54.51	\$68.11	\$81.71
Group 7 – Stage 3 (3 rd 6 months)	\$30.60	8	\$57.91	\$73.21	\$88.51

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$9.60
Pension	\$13.86
Vacation and Holiday	\$3.05
Training	\$0.50
Other	\$0.30

**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 (Special Single and Second Shift)*

Determination:

NC-23-102-1-2023-1A

Issue Date:

February 22, 2023

Expiration date of determination:

June 25, 2023** 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.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification ^a (Journeyperson)	Basic Hourly Rate ^b	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$38.95	8	\$66.26	\$85.74	\$105.21
Group 1; Group 1(B) ^e	\$38.25	8	\$65.56	\$84.69	\$103.81
Group 1 (A)	\$38.47	8	\$65.78	\$85.02	\$104.25
Group 1 (C)	\$38.30	8	\$65.61	\$84.76	\$103.91
Group 1 (E)	\$38.80	8	\$66.11	\$85.51	\$104.91
Group 1 (G)	\$38.45	8	\$65.76	\$84.99	\$104.21
Group 2	\$38.10	8	\$65.41	\$84.46	\$103.51
Group 3; Group 3 (A)	\$38.00	8	\$65.31	\$84.31	\$103.31
Group 4; Group 6 (B)	\$31.69	8	\$59.00	\$74.85	\$90.69
Group 6	\$39.21	8	\$66.52	\$86.13	\$105.73
Group 6 (A)	\$38.71	8	\$66.02	\$85.38	\$104.73
Group 6 (C)	\$38.12	8	\$65.43	\$84.49	\$103.55
Group 6 (D)	\$38.83	8	\$66.14	\$85.56	\$104.97
Group 6 (E)	\$37.85	8	\$65.16	\$84.09	\$103.01
Group 7 – Stage 1 (1 st 6 months)	\$27.50	8	\$54.81	\$68.56	\$82.31
Group 7 – Stage 2 (2 nd 6 months)	\$31.00	8	\$58.31	\$73.81	\$89.31
Group 7 – Stage 3 (3 rd 6 months)	\$34.50	8	\$61.81	\$79.06	\$96.31

WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification ^a (Journeyman) Group	Basic Hourly Rate ^b	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$37.95	8	\$65.26	\$84.24	\$103.21
Group 1; Group 1(B) ^e	\$37.25	8	\$64.56	\$83.19	\$101.81
Group 1 (A)	\$37.47	8	\$64.78	\$83.52	\$102.25
Group 1 (C)	\$37.30	8	\$64.61	\$83.26	\$101.91
Group 1 (E)	\$37.80	8	\$65.11	\$84.01	\$102.91
Group 2	\$37.10	8	\$64.41	\$82.96	\$101.51
Group 3; Group 3 (A)	\$37.00	8	\$64.31	\$82.81	\$101.31
Group 4; Group 6 (B)	\$30.69	8	\$58.00	\$73.35	\$88.69
Group 6	\$38.21	8	\$65.52	\$84.63	\$103.73
Group 6 (A)	\$37.71	8	\$65.02	\$83.88	\$102.73
Group 6 (C)	\$37.12	8	\$64.43	\$82.99	\$101.55
Group 6 (D)	\$37.83	8	\$65.14	\$84.06	\$102.97
Group 6 (E)	\$36.85	8	\$64.16	\$82.59	\$101.01
Group 7 – Stage 1 (1 st 6 months)	\$26.80	8	\$54.11	\$67.51	\$80.91
Group 7 – Stage 2 (2 nd 6 months)	\$30.20	8	\$57.51	\$72.61	\$87.71
Group 7 – Stage 3 (3 rd 6 months)	\$33.60	8	\$60.91	\$77.71	\$94.51

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$9.60
Pension	\$13.86
Vacation and Holiday	\$3.05
Training	\$0.50
Other	\$0.30

CLASSIFICATIONS

Construction Specialist

ASPHALT IRONERS AND RAKERS
CHAINSAW
CONCRETE DIAMOND CHAINSAW
LASER BEAM IN CONNECTION WITH
LABORER'S WORK
MASONRY AND PLASTER TENDER
MECHANICAL PIPE LAYER-ALL TYPES
REGARDLESS OF TYPE OR METHOD OF
POWER
CAST IN PLACE MANHOLE FORM SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER – 300 OR SIMILAR TYPE
(AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS
DIAMOND CORE DRILLER
MULTIPLE UNIT DRILLS
HIGH SCALERS (INCLUDING DRILLING OF
SAME)
HYDRAULIC DRILLS
CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY
ONLY, USE GROUP 1 (G) FOR SOME OF THE
FOLLOWING CLASSIFICATIONS)

ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE
TAMPERS
BIOHAZARD CLEANUP WORKER
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS,
CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL
WORKER
CERTIFIED HAZARDOUS WASTE WORKER
(INCLUDING LEAD ABATEMENT)
COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND ½
YARD
CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW
CRIBBERS AND/OR SHORING
CUT GRANITE CURB SETTER
DRI PAK-IT MACHINE
FALLER, LOGLOADER AND BUCKER
FORM RAISERS, SLIP FORMS
GREEN CUTTERS
HEADERBOARD MEN, HUBSETTERS,
ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER,

100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING
ASPHALT, LAY KOLD, CREOSOTE, LIME,
CAUSTIC AND SIMILAR TYPE MATERIALS
(APPLYING MEANS APPLYING DIPPING, OR
HANDLING OF SUCH MATERIALS)
LAGGING, SHEETING, WHALING, BRACING,
TRENCH-JACKING, LAGGING HAMMER
MAGNESITE, EPOXY RESIN, FIBER GLASS AND
MASTIC WORKERS (WET/DRY)
NO JOINT PIPE AND STRIPPING OF SAME,
INCLUDING REPAIR OF VOIDS
PAVEMENT BREAKERS AND SPADERS,
INCLUDING TOOL GRINDER
PERMA CURBS
PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING
IN CONNECTION WITH PIPELAYING)
PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND
ELECTRIC POWER BROOM SWEEPERS
POWER TAMPERS OF ALL TYPES, EXCEPT AS
SHOWN IN GROUP 2
RAM SET GUN AND STUD GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER,
INCLUDING PLACING OF SACKED
CONCRETE AND/OR SAND (WET OR DRY)
AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD
CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH
ROTOTILLER
SAND BLASTERS, POTMEN, GUNMEN, AND
NOZZLEMEN
SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND
SALVAGING OF SASH, WINDOWS,
DOORS, PLUMBING AND ELECTRIC
FIXTURES)
TANK CLEANERS
TREE CLIMBERS
TRENCHLESS TECHNOLOGY LABORER- PIPE
INSTALLATION, BURSTING, RELINING, OR
SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA
CONTROLLER, CCTV
TURBO BLASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION

WITH LABORER'S WORK
VIBRATORS

GROUP 1 (A)

ALL WORK OF LOADING, PLACING AND
BLASTING OF ALL POWDER &
EXPLOSIVES OF WHATEVER TYPE,
REGARDLESS OF METHOD USED FOR
LOADING AND PLACING
JOY DRILL MODEL TWM-2A
GARDENER-DENVER MODEL DH 143 AND
SIMILAR TYPE DRILLS
TRACK DRILLERS
JACK LEG DRILLERS
WAGON DRILLERS
MECHANICAL DRILLERS-ALL TYPES
REGARDLESS OF TYPE OR METHOD
OF POWER
BLASTERS AND POWDERMAN
TREE TOPPER
BIT GRINDER

GROUP 1 (B) -- SEE GROUP 1 RATES

SEWER CLEANERS (ANY WORKMEN WHO
HANDLE OR COME IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS)
SHALL RECEIVE \$4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY
ACTIVE SEWER MANHOLES SHALL RECEIVE
\$5.00 PER DAY ABOVE GROUP 1 WAGE
RATES.

GROUP 1 (C)

BURNING AND WELDING IN CONNECTION
WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR
TYPE WELDING

GROUP 1 (D)

SEE FOOTNOTE A ON PAGE 8

GROUP 1 (E)

WORK ON AND/OR IN BELL HOLE FOOTINGS
AND SHAFTS THEREOF, AND WORK ON AND
IN DEEP FOOTINGS (DEEP FOOTINGS IS A
HOLE 15 FEET OR MORE IN DEPTH)
SHAFT IS AN EXCAVATION OVER FIFTEEN (15)
FEET DEEP OF ANY TYPE

GROUP 1 (G) APPLIES ONLY TO WORK IN
CONTRA COSTA COUNTY

PIPELAYERS (INCLUDING GRADE CHECKING
IN CONNECTION WITH PIPELAYING),
CAULKERS, BANDERS, PIPEWRAPPERS,
CONDUIT LAYERS, PLASTIC PIPE LAYER,
PRESSURE PIPE TESTER, NO JOINT PIPE
AND STRIPPING OF SAME, INCLUDING
REPAIR OF VOIDS, PRECAST MANHOLE
SETTERS, CAST IN PLACE MANHOLE FORM
SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(H)

SEE FOOTNOTE A ON PAGE 8

GROUP 2

ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY
CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING
WORK)
CONCRETE BUCKET DUMPER AND
CHUTEMAN
CONCRETE CHIPPING AND GRINDING
CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER
(ONE CHUCKTENDER ON SINGLE MACHINE
OPERATION WITH MINIMUM OF ONE
CHUCKTENDER FOR EACH TWO MACHINES
ON MULTIPLE MACHINE OPERATION.
JACKHAMMERS IN NO WAY INVOLVED IN
THIS ITEM.)
GUINEA CHASER (STAKEMAN), GROUT CREW
HIGH PRESSURE NOZZLEMAN, ADDUCTORS
HYDRAULIC MONITOR (OVER 100 LBS.
PRESSURE)
LOADING AND UNLOADING, CARRYING AND
HANDLING OF ALL RODS AND MATERIALS
FOR USE IN REINFORCING CONCRETE
CONSTRUCTION
PITTSBURGH CHIPPER, AND SIMILAR TYPE
BRUSH SHREDDERS
SEMI-SKILLED WRECKER (SALVAGING OF
OTHER BUILDING MATERIALS) – SEE ALSO
SKILLED WRECKER (GROUP 1)
SLOPER
SINGLEFOOT, HAND HELD, PNEUMATIC
TAMPER
ALL PNEUMATIC, AIR, GAS AND ELECTRIC
TOOLS NOT LISTED IN GROUPS 1 THROUGH
1 (F)
JACKING OF PIPE-UNDER 12 INCHES

GROUP 3

CONSTRUCTION LABORERS INCLUDING
BRIDGE LABORERS, GENERAL LABORERS
AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER
FLAGPERSON/PEDESTRIAN MONITOR
FIRE WATCHER
FENCE ERECTORS, INCLUDING TEMPORARY
FENCING
GUARDRAIL ERECTORS
GARDENER, HORTICULTURAL AND
LANDSCAPE LABORERS (SEE GROUP 4, FOR
LANDSCAPE MAINTENANCE ON NEW
CONSTRUCTION DURING PLANT
ESTABLISHMENT PERIOD)
JETTING
LIMBERS, BRUSH LOADERS, AND PILERS
PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES)
AND INTERLOCKING PAVER MACHINES
MAINTENANCE, REPAIR TRACKMEN AND
ROAD BEDS
STREETCAR AND RAILROAD CONSTRUCTION
TRACK LABORERS
TEMPORARY AIR AND WATER LINES,
VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)
TREE REMOVAL
WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 3 (A) -- SEE GROUP 3 RATES
COMPOSITE CREW PERSON (OPERATION OF
VEHICLES, WHEN IN CONJUNCTION WITH
LABORER'S DUTIES)

GROUP 4

ALL FINAL CLEANUP OF DEBRIS, GROUNDS
AND BUILDINGS NEAR THE COMPLETION OF
THE PROJECT INCLUDING BUT NOT LIMITED
TO STREET CLEANERS (NOT APPLICABLE
TO ENGINEERING OR HEAVY HIGHWAY
PROJECTS)
CLEANING AND WASHING WINDOWS (NEW
CONSTRUCTION ONLY), SERVICE
LANDSCAPE LABORERS (SUCH AS
GARDENER, HORTICULTURE, MOWING,
TRIMMING, REPLANTING, WATERING
DURING PLANT ESTABLISHMENT PERIOD)
ON NEW CONSTRUCTION
BRICK CLEANERS (JOB SITE ONLY)
MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR
LANDSCAPE MAINTENANCE WORK AFTER
THE PLANT ESTABLISHMENT PERIOD OR
WARRANTY PERIOD IS PUBLISHED IN THE
NORTHERN CALIFORNIA LANDSCAPE
MAINTENANCE LABORER DETERMINATION.

GROUP 6

STRUCTURAL NOZZLEMAN

GROUP 6 (A)

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)
RODMAN
GROUNDMAN

GROUP 6 (B) -- SEE GROUP 4 RATES GUNITE
TRAINEE (ONE GUNITE LABORER SHALL BE
ALLOWED FOR EACH THREE (3)
JOURNEYMAN (GROUP 6, 6A, 6C, OR
GENERAL LABORER) ON A CREW. IN THE
ABSENCE OF THE JOURNEYMAN, THE
GUNITE TRAINEE RECEIVES THE
JOURNEYMAN SCALE.).

NOTE: THIS RATIO APPLIES ONLY TO WORK
ON THE SAME JOB SITE.

GROUP 6 (C)

REBOUNDMAN

GROUP 6 (D)

ALIGNER OF WIRE WINDING MACHINE IN
CONNECTION WITH GUNITING OR SHOT
CRETE

GROUP 6 (E)

ALIGNER HELPER OF WIRE WINDING
MACHINE IN CONNECTION WITH GUNITING
OR SHOT CRETE

GROUP 7

ENTRY LEVEL LANDSCAPE LABORER (RATIO
FOR ENTRY LEVEL IS ONE IN THREE. AT
LEAST ONE SECOND PERIOD ENTRY LEVEL
AND AT LEAST ONE THIRD PERIOD ENTRY
LEVEL MUST BE EMPLOYED BEFORE
EMPLOYING ANOTHER FIRST PERIOD
TRAINEE).

NOTE: THIS RATIO APPLIES ONLY TO WORK
ON THE SAME JOB SITE

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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

- ^a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.
- GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).
- ^b ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.
- ^c WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.
- ^d RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS WORKED ON MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF 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.
- ^e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 6 FOR DETAILS

PREDETERMINED INCREASE

CRAFTS/CLASSIFICATIONS:

Operating Engineer (Heavy & Highway Work) (NC-23-63-1-2023-1)

Operating Engineer (Building Construction) (NC-23-63-1-2023-1A)

Pile Driver (Operating Engineer – Heavy & Highway Work) (NC-23-63-1-2023-1B)

Pile Driver (Operating Engineer – Building Construction) (NC-23-63-1-2023-1B1)

Tunnel/Underground (Operating Engineer – Heavy and Highway Work) (NC-23-63-1-2023-1C)

Steel Erector and Fabricator (Operating Engineer – Heavy & Highway Work) (NC-23-63-1-2023-1D)

Steel Erector and Fabricator (Operating Engineer – Building Construction) (NC-23-63-1-2023-1D1)

LOCALITIES:

All localities within Alameda¹, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa¹, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin¹, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco¹, San Joaquin, San Mateo¹, Santa Clara¹, Santa Cruz, Shasta, Sierra, Siskiyou, Solano¹, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

This predetermined increase(s) for the above-named craft(s) applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after March 4, 2023, until the determination(s) is/are superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project, has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

OPERATING ENGINEER: All Classifications (Areas 1 & 2) (Shift 1)

The above Determinations are currently in effect and expire on June 25, 2023**.

Effective June 26, 2023, there will be an increase of \$5.00 allocated as follows: \$4.80 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Effective July 1, 2024, there will be an increase of \$4.00 allocated to wages and/or fringes.

Effective June 30, 2025, there will be an increase of \$4.00 allocated to wages and/or fringes.

OPERATING ENGINEER: Heavy and Highway (Area 1 & 2) (Special Single and Second Shift)

The above Determinations are currently in effect and expire on June 25, 2023**.

Group 1: Effective June 26, 2023, there will be an increase of \$5.67 allocated as follows: \$5.47 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2: Effective June 26, 2023, there will be an increase of \$5.87 allocated as follows: \$5.67 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3: Effective June 26, 2023, there will be an increase of \$6.05 allocated as follows: \$5.85 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 4: Effective June 26, 2023, there will be an increase of \$6.23 allocated as follows: \$6.03 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 5: Effective June 26, 2023, there will be an increase of \$6.38 allocated as follows: \$6.18 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 6: Effective June 26, 2023, there will be an increase of \$6.56 allocated as follows: \$6.36 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 7: Effective June 26, 2023, there will be an increase of \$6.70 allocated as follows: \$6.50 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 8: Effective June 26, 2023, there will be an increase of \$6.83 allocated as follows: \$6.63 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 8A: Effective June 26, 2023, there will be an increase of \$7.13 allocated as follows: \$6.93 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

ALL CRANES & ATTACHMENTS:

Group 1: Effective June 26, 2023, there will be an increase of \$5.57 allocated as follows: \$5.37 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.43 allocated as follows: \$6.23 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.73 allocated as follows: \$6.53 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1A: Effective June 26, 2023, there will be an increase of \$5.53 allocated as follows: \$5.37 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1A Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.43 allocated as follows: \$6.23 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1A Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.73 allocated as follows: \$6.53 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2A: Effective June 26, 2023, there will be an increase of \$5.80 allocated as follows: \$5.60 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2A Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.46 allocated as follows: \$6.26 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2A Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.75 allocated as follows: \$6.55 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3A: Effective June 26, 2023, there will be an increase of \$6.02 allocated as follows: \$5.82 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3A Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.49 allocated as follows: \$6.29 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3A Hydraulic: Effective June 26, 2023, there will be an increase of \$6.56 allocated as follows: \$6.36 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3A Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.78 allocated as follows: \$6.58 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 4A: Effective June 26, 2023, there will be an increase of \$6.38 allocated as follows: \$6.18 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

OPERATING ENGINEER: Building Construction (Area 1 & 2) (Special Single and Second Shift)

The above Determinations are currently in effect and expire on June 25, 2023**.

Group 1: Effective June 26, 2023, there will be an increase of \$5.85 allocated as follows: \$5.65 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2: Effective June 26, 2023, there will be an increase of \$6.04 allocated as follows: \$5.84 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3: Effective June 26, 2023, there will be an increase of \$6.20 allocated as follows: \$6.00 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 4: Effective June 26, 2023, there will be an increase of \$6.39 allocated as follows: \$6.19 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 5: Effective June 26, 2023, there will be an increase of \$6.53 allocated as follows: \$6.33 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 6: Effective June 26, 2023, there will be an increase of \$6.70 allocated as follows: \$6.50 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 7: Effective June 26, 2023, there will be an increase of \$6.82 allocated as follows: \$6.62 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 8: Effective June 26, 2023, there will be an increase of \$6.95 allocated as follows: \$6.75 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 8A: Effective June 26, 2023, there will be an increase of \$7.22 allocated as follows: \$7.02 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

ALL CRANES & ATTACHMENTS:

Group 1: Effective June 26, 2023, there will be an increase of \$5.74 allocated as follows: \$5.54 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.57 allocated as follows: \$6.37 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.86 allocated as follows: \$6.66 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1A: Effective June 26, 2023, there will be an increase of \$5.74 allocated as follows: \$5.54 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1A Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.57 allocated as follows: \$6.37 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1A Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.86 allocated as follows: \$6.66 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2A: Effective June 26, 2023, there will be an increase of \$5.96 allocated as follows: \$5.76 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2A Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.60 allocated as follows: \$6.40 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2A Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.88 allocated as follows: \$6.68 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3A: Effective June 26, 2023, there will be an increase of \$6.18 allocated as follows: \$5.98 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3A Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.63 allocated as follows: \$6.43 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3A Hydraulic: Effective June 26, 2023, there will be an increase of \$6.70 allocated as follows: \$6.50 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3A Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.91 allocated as follows: \$6.71 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 4A: Effective June 26, 2023, there will be an increase of \$6.53 allocated as follows: \$6.33 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

PILE DRIVER: (Operating Engineer-Heavy and Highway) (Special Single and Second Shift)

Group A-1: Effective June 26, 2023, there will be an increase of \$5.53 allocated as follows: \$5.33 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group A-1 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.40 allocated as follows: \$6.20 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group A-1 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.69 allocated as follows: \$6.49 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1: Effective June 26, 2023, there will be an increase of \$5.53 allocated as follows: \$5.33 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.40 allocated as follows: \$6.20 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.69 allocated as follows: \$6.49 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2: Effective June 26, 2023, there will be an increase of \$5.76 allocated as follows: \$5.56 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.42 allocated as follows: \$6.22 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.72 allocated as follows: \$6.52 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3: Effective June 26, 2023, there will be an increase of \$5.96 allocated as follows: \$5.76 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.46 allocated as follows: \$6.26 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.74 allocated as follows: \$6.54 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 4: Effective June 26, 2023, there will be an increase of \$6.19 allocated as follows: \$5.99 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 6: Effective June 26, 2023, there will be an increase of \$6.52 allocated as follows: \$6.32 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 8: Effective June 26, 2023, there will be an increase of \$6.79 allocated as follows: \$6.59 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

PILE DRIVER: (Operating Engineer-Building Construction) (Special Single and Second Shift)

Group A-1: Effective June 26, 2023, there will be an increase of \$5.71 allocated as follows: \$5.51 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group A-1 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.54 allocated as follows: \$6.34 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group A-1 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.81 allocated as follows: \$6.61 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1: Effective June 26, 2023, there will be an increase of \$5.71 allocated as follows: \$5.51 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.54 allocated as follows: \$6.34 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.81 allocated as follows: \$6.61 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2: Effective June 26, 2023, there will be an increase of \$5.94 allocated as follows: \$5.74 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.56 allocated as follows: \$6.36 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.84 allocated as follows: \$6.64 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3: Effective June 26, 2023, there will be an increase of \$6.12 allocated as follows: \$5.92 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.60 allocated as follows: \$6.40 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.88 allocated as follows: \$6.68 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 4: Effective June 26, 2023, there will be an increase of \$6.35 allocated as follows: \$6.15 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 6: Effective June 26, 2023, there will be an increase of \$6.66 allocated as follows: \$6.46 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 8: Effective June 26, 2023, there will be an increase of \$6.91 allocated as follows: \$6.71 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

TUNNEL/UNDERGROUND: (Operating Engineer-Heavy and Highway) (Area 1 & 2) (Special Single and Second Shift)

Underground Rate Group 1-A: Effective June 26, 2023, there will be an increase of \$5.87 allocated as follows: \$5.67 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Underground Rate Group 1: Effective June 26, 2023, there will be an increase of \$6.19 allocated as follows: \$5.99 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Underground Rate Group 2: Effective June 26, 2023, there will be an increase of \$6.34 allocated as follows: \$6.14 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Underground Rate Group 3: Effective June 26, 2023, there will be an increase of \$6.49 allocated as follows: \$6.29 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Underground Rate Group 4: Effective June 26, 2023, there will be an increase of \$6.65 allocated as follows: \$6.45 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Underground Rate Group 5: Effective June 26, 2023, there will be an increase of \$6.78 allocated as follows: \$6.58 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Shafts Stopes & Raises Group 1-A: Effective June 26, 2023, there will be an increase of \$5.86 allocated as follows: \$5.66 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Shafts Stopes & Raises Group 1: Effective June 26, 2023, there will be an increase of \$6.18 allocated as follows: \$6.98 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Shafts Stopes & Raises Group 2: Effective June 26, 2023, there will be an increase of \$6.33 allocated as follows: \$6.13 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Shafts Stopes & Raises Group 3: Effective June 26, 2023, there will be an increase of \$6.48 allocated as follows: \$6.28 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Shafts Stopes & Raises Group 4: Effective June 26, 2023, there will be an increase of \$6.64 allocated as follows: \$6.44 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Shafts Stopes & Raises Group 5: Effective June 26, 2023, there will be an increase of \$6.77 allocated as follows: \$6.57 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

**STEEL ERECTOR AND FABRICATOR (Operating Engineer-Heavy and Highway)
(Special Single and Second Shift):**

Group A-1: Effective June 26, 2023, there will be an increase of \$5.45 allocated as follows: \$5.25 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group A-1 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.36 allocated as follows: \$6.16 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group A-1 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.65 allocated as follows: \$6.45 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1: Effective June 26, 2023, there will be an increase of \$5.45 allocated as follows: \$5.25 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.36 allocated as follows: \$6.16 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.65 allocated as follows: \$6.45 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2: Effective June 26, 2023, there will be an increase of \$5.66 allocated as follows: \$5.46 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.39 allocated as follows: \$6.19 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.66 allocated as follows: \$6.46 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3: Effective June 26, 2023, there will be an increase of \$5.86 allocated as follows: \$5.66 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.42 allocated as follows: \$6.22 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3 Hydraulic: Effective June 26, 2023, there will be an increase of \$6.46 allocated as follows: \$6.26 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.70 allocated as follows: \$6.50 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 4: Effective June 26, 2023, there will be an increase of \$6.10 allocated as follows: \$5.90 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 5: Effective June 26, 2023, there will be an increase of \$6.27 allocated as follows: \$6.07 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

STEEL ERECTOR AND FABRICATOR (Operating Engineer-Building Construction) (Special Single and Second Shift):

Group A-1: Effective June 26, 2023, there will be an increase of \$5.63 allocated as follows: \$5.43 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group A-1 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.50 allocated as follows: \$6.30 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group A-1 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.78 allocated as follows: \$6.58 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1: Effective June 26, 2023, there will be an increase of \$5.63 allocated as follows: \$5.43 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.50 allocated as follows: \$6.30 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 1 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.78 allocated as follows: \$6.58 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2: Effective June 26, 2023, there will be an increase of \$5.84 allocated as follows: \$5.64 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.53 allocated as follows: \$6.34 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 2 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.80 allocated as follows: \$6.60 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3: Effective June 26, 2023, there will be an increase of \$6.03 allocated as follows: \$5.83 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3 Truck Crane Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.57 allocated as follows: \$6.37 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3 Hydraulic: Effective June 26, 2023, there will be an increase of \$6.60 allocated as follows: \$6.40 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 3 Assistant to Engineer: Effective June 26, 2023, there will be an increase of \$6.85 allocated as follows: \$6.65 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 4: Effective June 26, 2023, there will be an increase of \$6.25 allocated as follows: \$6.05 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

Group 5: Effective June 26, 2023, there will be an increase of \$6.42 allocated as follows: \$6.22 to the Basic Hourly Rate, \$0.09 to Vacation & Holiday, \$0.09 to Training and \$0.02 to Other.

OPERATING ENGINEER: All Classifications (Areas 1 & 2) (Special Single and Second Shift):

In addition to the above predetermined increases effective July 26, 2023, the following increases apply:

Effective July 1, 2024, there will be an increase of \$4.00 allocated to wages and/or fringes.

Effective June 30, 2025, there will be an increase of \$4.00 allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

¹ County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer – Building Construction), and Pile Driver (Operating Engineer – Building Construction).

Issued 2/22/2023 Effective 3/4/2023 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: March 4, 2023

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 (HEAVY AND HIGHWAY WORK) #

Determination:
 NC-23-63-1-2023-1

Issue Date:
 February 22, 2023

Expiration date of determination:
 June 25, 2023** 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 Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 1):

Classification (Journeyman) Classification Group ^a	Basic Hourly Rate	Hours ^b	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$55.92	8	\$88.65	\$116.61	\$144.57
Group 2	\$54.39	8	\$87.12	\$114.32	\$141.51
Group 3	\$52.91	8	\$85.64	\$112.10	\$138.55
Group 4	\$51.53	8	\$84.26	\$110.03	\$135.79
Group 5	\$50.26	8	\$82.99	\$108.12	\$133.25
Group 6	\$48.94	8	\$81.67	\$106.14	\$130.61
Group 7	\$47.80	8	\$80.53	\$104.43	\$128.33
Group 8	\$46.66	8	\$79.39	\$102.72	\$126.05
Group 8-A	\$44.45	8	\$77.18	\$99.41	\$121.63
ALL CRANES & ATTACHMENTS:					
Group 1	\$57.55	8	\$90.28	\$119.06	\$147.83
Truck Crane Assistant to Engineer	\$50.58	8	\$83.31	\$108.60	\$133.89
Assistant to Engineer	\$48.29	8	\$81.02	\$105.17	\$129.31
Group 1-A	\$56.80	8	\$89.53	\$117.93	\$146.33
Truck Crane Assistant to Engineer	\$49.83	8	\$82.56	\$107.48	\$132.39
Assistant to Engineer	\$47.54	8	\$80.27	\$104.04	\$127.81
Group 2-A	\$55.04	8	\$87.77	\$115.29	\$142.81
Truck Crane Assistant to Engineer	\$49.57	8	\$82.30	\$107.09	\$131.87

Classification (Journeyman) Classification Group ^a	Basic Hourly Rate	Hours ^b	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Assistant to Engineer	\$47.33	8	\$80.06	\$103.73	\$127.39
Group 3-A	\$53.30	8	\$86.03	\$112.68	\$139.33
Truck Crane Assistant to Engineer	\$49.33	8	\$82.06	\$106.73	\$131.39
Hydraulic	\$48.94	8	\$81.67	\$106.14	\$130.61
Assistant to Engineer	\$47.05	8	\$79.78	\$103.31	\$126.83
Group 4-A	\$50.26	8	\$82.99	\$108.12	\$133.25

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 2):

Classification (Journeyman) Classification Group ^a	Basic Hourly Rate	Hours ^b	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$57.92	8	\$90.65	\$119.61	\$148.57
Group 2	\$56.39	8	\$89.12	\$117.32	\$145.51
Group 3	\$54.91	8	\$87.64	\$115.10	\$142.55
Group 4	\$53.53	8	\$86.26	\$113.03	\$139.79
Group 5	\$52.26	8	\$84.99	\$111.12	\$137.25
Group 6	\$50.94	8	\$83.67	\$109.14	\$134.61
Group 7	\$49.80	8	\$82.53	\$107.43	\$132.33
Group 8	\$48.66	8	\$81.39	\$105.72	\$130.05
Group 8-A	\$46.45	8	\$79.18	\$102.41	\$125.63
ALL CRANES & ATTACHMENTS:					
Group 1	\$59.55	8	\$92.28	\$122.06	\$151.83
Truck Crane Assistant to Engineer	\$52.58	8	\$85.31	\$111.60	\$137.89
Assistant to Engineer	\$50.29	8	\$83.02	\$108.17	\$133.31
Group 1-A	\$58.80	8	\$91.53	\$120.93	\$150.33
Truck Crane Assistant to Engineer	\$51.83	8	\$84.56	\$110.48	\$136.39
Assistant to Engineer	\$49.54	8	\$82.27	\$107.04	\$131.81
Group 2-A	\$57.04	8	\$89.77	\$118.29	\$146.81
Truck Crane Assistant to Engineer	\$51.57	8	\$84.30	\$110.09	\$135.87
Assistant to Engineer	\$49.33	8	\$82.06	\$106.73	\$131.39
Group 3-A	\$55.30	8	\$88.03	\$115.68	\$143.33
Truck Crane Assistant to Engineer	\$51.33	8	\$84.06	\$109.73	\$135.39
Hydraulic	\$50.94	8	\$83.67	\$109.14	\$134.61
Assistant to Engineer	\$49.05	8	\$81.78	\$106.31	\$130.83
Group 4-A	\$52.26	8	\$84.99	\$111.12	\$137.25

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$13.38
Pension	\$10.78
Vacation and Holiday ^d	\$5.87
Training	\$1.12
Other	\$1.58

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 (HEAVY AND HIGHWAY WORK) #
 (SPECIAL SINGLE AND SECOND SHIFT)

Determination:
 NC-23-63-1-2023-1

Issue Date:
 February 22, 2023

Expiration date of determination:
 June 25, 2023** 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 Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 1):

Classification (Journey person) (Special Single and Second Shift) Classification Group ^a	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$61.25	8	\$93.98	\$124.61	\$155.23
Group 2	\$59.52	8	\$92.25	\$122.01	\$151.77
Group 3	\$57.86	8	\$90.59	\$119.52	\$148.45
Group 4	\$56.30	8	\$89.03	\$117.18	\$145.33
Group 5	\$54.88	8	\$87.61	\$115.05	\$142.49
Group 6	\$53.38	8	\$86.11	\$112.80	\$139.49
Group 7	\$52.10	8	\$84.83	\$110.88	\$136.93
Group 8	\$50.83	8	\$83.56	\$108.98	\$134.39
Group 8-A	\$48.32	8	\$81.05	\$105.21	\$129.37
ALL CRANES & ATTACHMENTS:					
Group 1	\$62.98	8	\$95.71	\$127.20	\$158.69
Truck Crane Assistant to Engineer	\$55.15	8	\$87.88	\$115.46	\$143.03
Assistant to Engineer	\$52.56	8	\$85.29	\$111.57	\$137.85
Group 1-A	\$62.23	8	\$94.96	\$126.08	\$157.19

Classification (Journeyman) (Special Single and Second Shift) Classification Group ^a	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Truck Crane Assistant to Engineer	\$54.40	8	\$87.13	\$114.33	\$141.53
Assistant to Engineer	\$51.81	8	\$84.54	\$110.45	\$136.35
Group 2-A	\$60.24	8	\$92.97	\$123.09	\$153.21
Truck Crane Assistant to Engineer	\$54.11	8	\$86.84	\$113.90	\$140.95
Assistant to Engineer	\$51.58	8	\$84.31	\$110.10	\$135.89
Group 3-A	\$58.28	8	\$91.01	\$120.15	\$149.29
Truck Crane Assistant to Engineer	\$53.84	8	\$86.57	\$113.49	\$140.41
Hydraulic	\$53.38	8	\$86.11	\$112.80	\$139.49
Assistant to Engineer	\$51.27	8	\$84.00	\$109.64	\$135.27
Group 4-A	\$54.88	8	\$87.61	\$115.05	\$142.49

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 2):

Classification (Journeyman) (Special Single and Second Shift) Classification Group ^a	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$63.25	8	\$95.98	\$127.61	\$159.23
Group 2	\$61.52	8	\$94.25	\$125.01	\$155.77
Group 3	\$59.86	8	\$92.59	\$122.52	\$152.45
Group 4	\$58.30	8	\$91.03	\$120.18	\$149.33
Group 5	\$56.88	8	\$89.61	\$118.05	\$146.49
Group 6	\$55.38	8	\$88.11	\$115.80	\$143.49
Group 7	\$54.10	8	\$86.83	\$113.88	\$140.93
Group 8	\$52.83	8	\$85.56	\$111.98	\$138.39
Group 8-A	\$50.32	8	\$83.05	\$108.21	\$133.37
ALL CRANES & ATTACHMENTS:					
Group 1	\$64.98	8	\$97.71	\$130.20	\$162.69
Truck Crane Assistant to Engineer	\$57.15	8	\$89.88	\$118.46	\$147.03
Assistant to Engineer	\$54.56	8	\$87.29	\$114.57	\$141.85
Group 1-A	\$64.23	8	\$96.96	\$129.08	\$161.19
Truck Crane Assistant to Engineer	\$56.40	8	\$89.13	\$117.33	\$145.53
Assistant to Engineer	\$53.81	8	\$86.54	\$113.45	\$140.35
Group 2-A	\$62.24	8	\$94.97	\$126.09	\$157.21
Truck Crane Assistant to Engineer	\$56.11	8	\$88.84	\$116.90	\$144.95
Assistant to Engineer	\$53.58	8	\$86.31	\$113.10	\$139.89
Group 3-A	\$60.28	8	\$93.01	\$123.15	\$153.29
Truck Crane Assistant to Engineer	\$55.84	8	\$88.57	\$116.49	\$144.41
Hydraulic	\$55.38	8	\$88.11	\$115.80	\$143.49
Assistant to Engineer	\$53.27	8	\$86.00	\$112.64	\$139.27
Group 4-A	\$56.88	8	\$89.61	\$118.05	\$146.49

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$13.38
Pension	\$10.78
Vacation and Holiday ^d	\$5.87
Training	\$1.12
Other	\$1.58

CLASSIFICATIONS

GROUP 1

Drill Equipment, over 200,000 lbs
 Operator of Helicopter (when used in erection work)
 Hydraulic Excavator 7 cu yds and over
 Power Shovels, over 7 cu yds

GROUP 2

Highline Cableway
 Hydraulic Excavator 3 1/2 cu yds up to 7 cu yds
 Licensed Construction Work Boat Operator, On Site
 Microtunneling Machine
 Power Blade Operator (finish)
 Power Shovels, (over 1 cu yd and up to and including 7 cu yds m.r.c.)

GROUP 3

Asphalt Milling Machine
 Cable Backhoe
 Combination Backhoe and Loader over 3/4 cu yds
 Continuous Flight Tie Back Machine
 Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply
 Crane Mounted Drill Attachments, Tonnage to apply
 Dozer, Slope Board
 Drill Equipment, over 100,000 lbs up to and including 200,000 lbs
 Gradall
 Hydraulic Excavator up to 3 1/2 cu yds
 Loader 4 cu yds and over
 Long Reach Excavator
 Multiple Engine Scrapers (when used as push pull)
 Power Shovels, up to and including 1 cu yd
 Pre-Stress Wire Wrapping machine
 Side Boom Cat, 572 or larger
 Track Loader 4 cu yds and over
 Wheel Excavator (up to and including 750 cu yds per hour)

GROUP 4

Asphalt Plant Engineer/Boxman
 Chicago Boom
 Combination Backhoe and Loader up to and including 3/4 cu yds
 Concrete Batch Plants (wet or dry)
 Dozer and/or Push Cat

Drill Equipment, over 50,000 lbs up to and including 100,000 lbs
 Pull-Type Elevating Loader
 Gradesetter, Grade Checker (GPS, mechanical or otherwise)
 Grooving and Grinding Machine
 Heading Shield Operator
 Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar
 Heavy Duty Repairman and/or Welder
 Lime Spreader
 Loader under 4 cu yds
 Lubrication and Service Engineer (mobile and grease rack)
 Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar)
 Miller Formless M-9000 Slope Paver or similar
 Portable Crushing and Screening plants
 Power Blade Support
 Roller Operator, Asphalt
 Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc)
 Rubber-Tired Earthmoving Equipment (Scrapers)
 Slip Form Paver (concrete)
 Small Tractor with Drag
 Soil Stabilizer (P&H or equal)
 Spider Plow and Spider Puller
 Timber Skidder
 Track Loader up to 4 yards
 Tractor Drawn Scraper
 Tractor, Compressor Drill Combination
 Tubex Pile Rig
 Unlicensed Construction Work Boat Operator, On Site
 Welder
 Woods-Mixer (and other similar Pugmill equipment)

GROUP 5

Cast-In Place Pipe Laying Machine
 Combination Slusher and Motor Operator
 Concrete Conveyor or Concrete Pump, Truck or Equipment Mounted
 Concrete Conveyor, Building Site
 Concrete Pump or Pumpcrete Guns

Drilling Equipment, Watson 2000, Texoma 700 or similar
Drilling and Boring Machinery, Horizontal (not to apply to waterlines, wagon drills or jackhammers)
Concrete Mixers/all
Man and/or Material Hoist
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
Mine or Shaft Hoist
Portable Crushers
Power Jumbo Operator (setting slip-forms, etc., in tunnels)
Screedman (automatic or manual)
Self Propelled Compactor with Dozer
Tractor with boom, D6 or smaller
Trenching Machine, maximum digging capacity over 5 ft. depth
Vermeer T-600B Rock Cutter or similar

GROUP 6

Armor-Coater (or similar)
Ballast Jack Tamper
Boom-Type Backfilling Machine
Asst. Plant Engineer
Bridge and/or Gantry Crane
Chemical Grouting Machine, truck mounted
Chip Spreading Machine Operator
Concrete Barrier Moving Machine
Concrete Saws (self-propelled unit on streets, highways, airports, and canals)
Deck Engineer
Drill Doctor
Drill Equipment, over 25,000 lbs up to and including 50,000 lbs
Drilling Equipment Texoma 600, Hughes 200 series or similar up to and including 30 ft. m.r.c.
Helicopter Radioman
Hydro-Hammer or similar
Line Master
Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)
Locomotive
Rotating Extendable Forklift, Lull Hi-Lift or similar
Assistant to Engineer, Truck Mounted Equipment
Pavement Breaker, Truck Mounted, with compressor combination
Paving Fabric Installation and/or Laying Machine
Pipe Bending Machine (pipelines only)
Pipe Wrapping Machine (Tractor propelled and supported)
Screedman, (except asphaltic concrete paving)

Self-Loading Chipper
Self Propelled Pipeline Wrapping Machine
Tractor

GROUP 7

Ballast Regulator
Cary Lift or similar
Combination Slurry Mixer and/or Cleaner
Coolant/Slurry Tanker Operator (hooked to Grooving/Grinding Machine)
Drilling Equipment, 20 ft and under m.r.c.
Drill Equipment, over 1,000 lbs up to and including 25,000 lbs
Fireman Hot Plant
Grouting Machine Operator
Highline Cableway Signalman
Stationary Belt Loader (Kolman or similar)
Lift Slab Machine (Vagtborg and similar types)
Maginnes Internal Full Slab Vibrator
Material Hoist (1 Drum)
Mechanical Trench Shield
Partsman (heavy duty repair shop parts room)
Pavement Breaker with or without Compressor Combination
Pipe Cleaning Machine (tractor propelled and supported)
Post Driver
Roller (except Asphalt), Chip Seal
Self Propelled Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals)
Self Propelled Compactor (without dozer)
Signalman
Slip-Form Pumps (lifting device for concrete forms)
Super Sucker Vacuum Truck
Tie Spacer
Trenching Machine (maximum digging capacity up to and including 5 ft depth)
Truck Type Loader

GROUP 8

Bit Sharpener
Boiler Tender
Box Operator
Brakeman
Combination Mixer and Compressor (shotcrete/gunite)
Compressor Operator
Deckhand
Fireman
Generators
Gunitite/Shotcrete Equipment Operator
Heavy Duty Repairman Helper
Hydraulic Monitor
Ken Seal Machine (or similar)

Mast Type Forklift
Mixermobile
Assistant to Engineer
Pump Operator
Refrigerator Plant
Reservoir-Debris Tug (Self-Propelled Floating)
Ross Carrier (Construction site)
Rotomist Operator
Self Propelled Tape Machine
Shuttlecar
Self Propelled Power Sweeper Operator (Includes Vacuum Sweeper)
Slusher Operator
Surface Heater
Switchman
Tar Pot Fireman
Tugger Hoist, Single Drum
Vacuum Cooling Plant
Welding Machine (powered other than by electricity)

GROUP 8-A

Articulated Dump Truck Operator
Elevator Operator
Mini Excavator under 25 H.P. (Backhoe-Trencher)
Skidsteer Loader, Bobcat 743 series or Smaller and similar (without attachments)

ALL CRANES AND ATTACHMENTS:

GROUP 1

Cranes over 350 tons
Derrick over 250 tons
Self Propelled Boom Type Lifting Device over 250 tons

GROUP 1-A

DESCRIPTIONS FOR AREAS 1 AND 2:

Area 1 is all of Northern California within the following Township, State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
Thence Southerly to the Southwest corner of Township 20S, Range 6E,
Thence Easterly to the Northwest corner of Township 21S, Range 7E
Thence Southerly to the Southwest corner of Township 21S, Range 7E
Thence Easterly to the Northwest corner of Township 22S, Range 9E,
Thence Southerly to the Southwest corner of Township 22S, Range 9E,
Thence Easterly to the Northwest corner of Township 23S, Range 10E,
Thence Southerly to the Southwest corner of Township 24S, Range 10E,
Thence Easterly to the Southwest corner of Township 24S, Range 31E,
Thence Northerly to the Northeast corner of Township 20S, Range 31E,
Thence Westerly to the Southeast corner of Township 19S, Range 29E,

Clamshells and Draglines over 7 cu yds
Cranes over 100 tons
Derrick, over 100 tons
Derrick Barge Pedestal mounted over 100 tons
Self Propelled Boom Type Lifting Device Over 100 tons
Tower Cranes

GROUP 2-A

Clamshells and Draglines over 1 cu yds up to and including 7 cu yds
Cranes over 45 tons up to and including 100 tons
Derrick Barge 100 tons and under
Mobile Self-Erecting Tower Crane (Potain) over 3 stories
Self Propelled Boom Type Lifting Device over 45 tons

GROUP 3-A

Clamshells and Draglines up to and including 1 cu yd
Cranes 45 tons and under
Mobile Self-Erecting Tower Crane (Potain), 3 stories and under
Self Propelled Boom Type Lifting Device 45 tons and under

GROUP 4-A

Boom Truck or dual-purpose A-Frame Truck, Non-Rotating over 15 tons.
Truck Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boom Truck -over 15 tons)
Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or Similar (Boom Truck), under 15 tons

Thence Northerly to the Northeast corner of Township 17S, Range 29E,
Thence Westerly to the Southeast corner of Township 16S, Range 28E,
Thence Northerly to the Northeast corner of Township 13S, Range 28E,
Thence Westerly to the Southeast corner of Township 12S, Range 27E,
Thence Northerly to the Northeast corner of Township 12S, Range 27E,
Thence Westerly to the Southeast corner of Township 11S, Range 26E,
Thence Northerly to the Northeast corner of Township 11S, Range 26E,
Thence Westerly to the Southeast corner of Township 10S, Range 25E,
Thence Northerly to the Northeast corner of Township 9S, Range 25E,
Thence Westerly to the Southeast corner of Township 8S, Range 24E,
Thence Northerly to the Northeast corner of Township 8S, Range 24E,
Thence Westerly to the Southeast corner of Township 7S, Range 23E,
Thence Northerly to the Northeast corner of Township 6S, Range 23E,
Thence Westerly to the Southeast corner of Township 5S, Range 20E,
Thence Northerly to the Northeast corner of Township 5S, Range 20E,
Thence Westerly to the Southeast corner of Township 4S, Range 19E,
Thence Northerly to the Northeast corner of Township 1S, Range 19E,
Thence Westerly to the Southeast corner of Township 1N, Range 18E,
Thence Northerly to the Northeast corner of Township 3N, Range 18E,
Thence Westerly to the Southeast corner of Township 4N, Range 17E,
Thence Northerly to the Northeast corner of Township 4N, Range 17E,
Thence Westerly to the Southeast corner of Township 5N, Range 15E,
Thence Northerly to the Northeast corner of Township 5N, Range 15E,
Thence Westerly to the Southeast corner of Township 6N, Range 14E,
Thence Northerly to the Northeast corner of Township 10N, Range 14E,
Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
Thence Westerly to the Southeast corner of Township 18N, Range 10E,
Thence Northerly to the Northeast corner of Township 20N, Range 10E,
Thence Westerly to the Southeast corner of Township 21N, Range 9E,
Thence Northerly to the Northeast corner of Township 21N, Range 9E,
Thence Westerly to the Southeast corner of Township 22N, Range 8E,
Thence Northerly to the Northeast corner of Township 22N, Range 8E,
Thence Westerly to the Northwest corner of Township 22N, Range 8E,
Thence Northerly to the Southwest corner of Township 27N, Range 8E,
Thence Easterly to the Southeast corner of Township 27N, Range 8E,
Thence Northerly to the Northeast corner of Township 28N, Range 8E,
Thence Westerly to the Southeast corner of Township 29N, Range 6E,
Thence Northerly to the Northeast corner of Township 32N, Range 6E,
Thence Westerly to the Northwest corner of Township 32N, Range 6E,
Thence Northerly to the Northeast corner of Township 35N, Range 5E,
Thence Westerly to the Southeast corner of Township 36N, Range 3E,
Thence Northerly to the Northeast corner of township 36N, Range 3E,
Thence Westerly to the Southeast corner of Township 37N, Range 1W,
Thence Northerly to the Northeast corner of Township 38N, Range 1W,
Thence Westerly to the Southeast corner of Township 39N, Range 2W,
Thence Northerly to the Northeast corner of Township 40N, Range 2W,
Thence Westerly to the Southeast corner of Township 41N, Range 4W,
Thence Northerly to the Northeast corner of Township 42N, Range 4W,
Thence Westerly to the Southeast corner of Township 43N, Range 5W,
Thence Northerly to the California/Oregon State Border,
Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,

Thence Southerly to the Southwest corner of Township 43N, Range 8W,
Thence Easterly to the Southeast corner of Township 43N, Range 8W,
Thence Southerly to the Southwest corner of Township 42N, Range 7W,
Thence Easterly to the Southeast corner of Township 42N, Range 7W,
Thence Southerly to the Southwest corner of Township 41N, Range 6W,
Thence Easterly to the Northwest corner of Township 40N, Range 5W,
Thence Southerly to the Southwest corner of Township 38N, Range 5W,
Thence Westerly to the Northwest corner of Township 37N, Range 6W,
Thence Southerly to the Southwest corner of Township 35N, Range 6W,
Thence Westerly to the Northwest corner of Township 34N, Range 10W,
Thence Southerly to the Southwest corner of Township 31N, Range 10W,
Thence Easterly to the Northwest corner of Township 30N, Range 9W,
Thence Southerly to the Southwest corner of Township 30N, Range 9W,
Thence Easterly to the Northwest corner of Township 29N, Range 8W,
Thence Southerly to the Southwest corner of Township 23N, Range 8W,
Thence Easterly to the Northwest corner of Township 22N, Range 6W,
Thence Southerly to the Southwest corner of Township 16N, Range 6W,
Thence Westerly to the Southeast corner of Township 16N, Range 9W,
Thence Northerly to the Northeast corner of Township 16N, Range 9W,
Thence Westerly to the Southeast corner of Township 17N, Range 12W,
Thence Northerly to the Northeast corner of Township 18N, Range 12W,
Thence Westerly to the Northwest corner of Township 18N, Range 15W,
Thence Southerly to the Southwest corner of Township 14N, Range 15W,
Thence Easterly to the Northwest corner of Township 13N, Range 14W,
Thence Southerly to the Southwest corner of Township 13N, Range 14W,
Thence Easterly to the Northwest corner of Township 12N, Range 13W,
Thence Southerly to the Southwest corner of Township 12N, Range 13W,
Thence Easterly to the Northwest corner of Township 11N, Range 12W,
Thence Southerly into the Pacific Ocean and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,

Thence Easterly to the Northwest corner of Township 1S, Range 2E,
Thence Southerly to the Southwest corner of Township 2S, Range 2E,
Thence Easterly to the Northwest corner of Township 3S, Range 3E,
Thence Southerly to the Southwest corner of Township 5S, Range 3E,
Thence Easterly to the Southeast corner of Township 5S, Range 4E,
Thence Northerly to the Northeast corner of Township 4S, Range 4E,
Thence Westerly to the Southeast corner of Township 3S, Range 3E,
Thence Northerly to the Northeast corner of Township 5N, Range 3E,
Thence Easterly to the Southeast corner of Township 6N, Range 5E,
Thence Northerly to the Northeast corner of Township 7N, Range 5E,
Thence Westerly to the Southeast corner of Township 8N, Range 3E,
Thence Northerly to the Northeast corner of Township 9N, Range 3E,
Thence Westerly to the Southeast corner of Township 10N, Range 1E,
Thence Northerly to the Northeast corner of Township 13N, Range 1E,
Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the following lines:

Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
Thence Easterly to the Southeast corner of Township 12N, Range 16E,
Thence Northerly to the Northeast corner of Township 12N, Range 16E,
Thence Westerly to the Southeast corner of Township 13N, Range 15E,
Thence Northerly to the Northeast corner of Township 13N, Range 15E,
Thence Westerly to the Southeast corner of Township 14N, Range 14E,

Thence Northerly to the Northeast corner of Township 16N, Range 14E,
Thence Westerly to the Northwest corner of Township 16N, Range 12E,
Thence Southerly to the Southwest corner of Township 16N, Range 12E,
Thence Westerly to the Northwest corner of Township 15N, Range 11E,
Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,
Area 2 shall be all areas not part of Area 1 described above.

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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classifications within each group, see Pages 5 – 7.

^b When three shifts are employed for five (5) or more consecutive days, seven and one-half (7½) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

^c Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

^d Includes an amount for supplemental dues.

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:

NC-23-203-1-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023 * Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Wages and Employer Payments:

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours ^b	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^{cd}	Sunday/ Holiday Overtime Hourly Rate (2 X)
Cement Mason	\$42.85	\$9.00	\$11.86	\$6.15	\$0.60	\$0.10	8.0	\$70.56	\$91.985	\$91.985	\$113.41
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$43.85	\$9.00	\$11.86	\$6.15	\$0.60	\$0.10	8.0	\$71.56	\$93.485	\$93.485	\$115.41

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 (Special Single Shift)#

Determination:

NC-23-203-1A-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023 * Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^{cd}	Sunday/ Holiday Overtime Hourly Rate (2 X)
Cement Mason	\$45.85	\$9.00	\$11.86	\$6.15	\$0.60	\$0.10	8.0	\$73.56	\$96.485	\$96.485	\$119.41
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$46.85	\$9.00	\$11.86	\$6.15	\$0.60	\$0.10	8.0	\$74.56	\$97.985	\$97.985	\$121.41

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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a Includes an amount for supplemental dues.

^b Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2nd) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.

^c Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

^d Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

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:

NC-23-261-1-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023* 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.

Localities:

All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (including employer payments):

Classification ^a (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^b	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$36.95	8	\$68.82	\$87.30	\$87.30	\$105.77
Group 2	\$37.25	8	\$69.12	\$87.75	\$87.75	\$106.37
Group 3	\$37.55	8	\$69.42	\$88.20	\$88.20	\$106.97
Group 4	\$37.90	8	\$69.77	\$88.72	\$88.72	\$107.67
Group 5	\$38.25	8	\$70.12	\$89.25	\$89.25	\$108.37
Group 6	USE DUMP TRUCK YARDAGE RATE					
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED					
Group 8 (Trainee) ^c ^d Step I – 1 st 1000 Hours ^e Step II – 2 nd 1000 Hours ^f Step III – 3 rd 1000 Hours						

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$19.74
Pension	\$8.10
Vacation and Holiday	\$2.30
Training	\$1.00
Other ⁹	\$0.73

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 SINGLE SHIFT RATE)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

Determination:

NC-23-261-1-2022-1A

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023* 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.

Localities:

All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^b	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$38.95	8	\$70.82	\$90.30	\$90.30	\$109.77
Group 2	\$39.25	8	\$71.12	\$90.75	\$90.75	\$110.37
Group 3	\$39.55	8	\$71.42	\$91.20	\$91.20	\$110.97
Group 4	\$39.90	8	\$71.77	\$91.72	\$91.72	\$111.67
Group 5	\$40.25	8	\$72.12	\$92.25	\$92.25	\$112.37
Group 6	USE DUMP TRUCK YARDAGE RATE					
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED					

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^b	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 8 (Trainee) ^c ^d Step I – 1 st 1000 Hours ^e Step II – 2 nd 1000 Hours ^f Step III – 3 rd 1000 Hours						

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$19.74
Pension	\$8.10
Vacation and Holiday	\$2.30
Training	\$1.00
Other ^g	\$0.73

CLASSIFICATIONS:

GROUP 1

Dump Trucks under 6 yards
Single Unit Flat Rack (2 axle unit)
Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)
Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)
Concrete pump machine
Snow Buggy
Steam Cleaning
Bus or Manhaul Driver
Escort or Pilot Car Driver
Pickup Truck
Teamster Oiler/Greaser/and or Serviceman
Hook Tenders
Team Drivers
Warehouseman
Tool Room Attendant (Refineries)
Fork Lift and Lift Jitneys
Warehouse Clerk/Parts Man
Fuel and/or Grease Truck Driver or Fuelman
Truck Repair Helper
Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

GROUP 2

Dump Trucks 6 yards Under 8 yards
Transit Mixers through 10 yards
Water Trucks Under 7000 gals.
Jetting Trucks Under 7000 gals.
Single Unit flat rack (3 axle unit)
Highbed Heavy Duty Transport
Scissor Truck
Rubber Tired Muck Car (not self-loaded)
Rubber Tired Truck Jumbo
Winch Truck and "A" Frame Drivers
Combination Winch Truck With Hoist
Road Oil Truck or Bootman

Buggymobile
Ross, Hyster and similar Straddle Carrier
Small Rubber Tired Tractor
Truck Dispatcher

GROUP 3

Dump Trucks 8 yards and including 24 yards
Transit Mixers Over 10 yards
Water Trucks 7000 gals and over
Jetting Trucks 7000 gals and over
Vacuum Trucks under 7500 gals
Trucks Towing Tilt Bed or Flat Bed Pull Trailers
Heavy Duty Transport Tiller Man
Tire Repairman
Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane
P.B. or Similar Type Self Loading Truck
Combination Bootman and Road Oiler
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)
Ammonia Nitrate Distributor, Driver and Mixer
Snow Go and/or Plow

GROUP 4

Dump Trucks over 25 yards and under 65 yards
Vacuum Trucks 7500 gals and over.
Truck Repairman
Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers
Helicopter Pilots
Lowbed Heavy Duty Transport (up to and including 7 axles)
DW 10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5

Dump Truck 65 yards and over
Holland Hauler
Lowbed Heavy Duty Transport (over 7 axles)

GROUP 6 (Use dump truck yardage rate)

Articulated Dump Truck
Bulk Cement Spreader (w/ or w/o Auger)
Dumpcrete Truck
Skid Truck (Debris Box)
Dry Pre-Batch Concrete Mix Trucks
Dumpster or Similar Type
Slurry Truck

GROUP 7 (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer
Asphalt Burner
Scarifier Burner
Fire Guard
Industrial Lift Truck (mechanical tailgate)
Utility and Clean-up Truck
Composite Crewman

GROUP 8

Trainee

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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

^a For classifications within each group, see Pages 5 and 6.

^b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

^c An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

^d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^g Supplemental Dues and Contract Administration.

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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination:

C-MT-261-X-261-2023-1

Issue Date:

February 22, 2023

Expiration date of determination:

July 31, 2023* 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.

Localities:

All localities within San Mateo County.

Wages and Employer Payments:

Classification	Basic Hourly Rate ^a	Health and Welfare ^b	Pension ^c	Vacation and Holiday	Training	Other ^d	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Daily Saturday Hourly Rate (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Ready-mix Driver	\$43.58	\$12.81	\$13.61	\$2.85 ^e	\$0.00	\$1.67	8.0	\$74.52	\$96.31	\$96.31	\$118.10

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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

^a An amount up to \$22.40 per 8 hour day (\$2.80 per hour) for a maximum of 5 days per week may be deducted for Health and Welfare. This is in addition to the \$12.81 per hour employer payment for Health and Welfare.

^b The contribution applies to all hours until \$2,211.13 is paid for the month.

^c This includes an amount equal to \$0.65 for PEER84 fund to be included for the first 2,280 hours in a calendar year.

^d Includes amounts for sick leave.

^e \$3.18 after 2 years of service, \$3.52 after 3 years of service, \$4.36 after 5 years of service, \$5.20 after 10 years of service, \$6.03 after 20 years of service.

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: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-7-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 30, 2021* 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 expiration date, if no subsequent determination is issued.

Localities:

All localities within Alameda, Contra Costa, Del Norte, Humboldt, Lassen, Modoc, San Francisco, San Mateo, Santa Clara, Shasta, Siskiyou and Trinity Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Driver: Dump Truck	\$22.50	^a	\$0.00	\$0.43 ^b	\$0.00	\$0.00	8.0	\$22.93	\$34.18 ^c	\$34.18

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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

* There is no predetermined increase applicable to this determination.

^a Health and Welfare will increase from \$0.00 to \$1.16 after 90 days of service, which will be seen as an increase to the Total Hourly Rate as well.

^b \$0.78 after 90 days of service with the employer

\$1.21 after 5 years of service with the employer

\$1.65 after 10 years of service with the employer

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

PREDETERMINED INCREASE

CRAFT:

Slurry Seal Worker (Laborer)

DETERMINATION:

NC-23-102-1B-2022-1

LOCALITIES:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

These predetermined increases apply to the above referenced determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2022 until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project, has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

Slurry Seal Worker (Laborer): Mixer Operator

Determination NC-23-102-1B-2022-1 is currently in effect and expires on March 31, 2023**.

Effective April 1, 2023, there will be an increase of \$2.00 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Slurry Seal Worker (Laborer): Shuttle/Line Driver Determination

Determination NC-23-102-1B-2022-1 is currently in effect and expires on March 31, 2023**.

Effective April 1, 2023, there will be an increase of \$2.00 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Slurry Seal Worker (Laborer): Squeegee/Sealer

Determination NC-23-102-1B-2022-1 is currently in effect and expires on March 31, 2023**.

Effective April 1, 2023, there will be an increase of \$2.00 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Slurry Seal Worker (Laborer): Utility Maintenance Man

Determination NC-23-102-1B-2022-1 is currently in effect and expires on March 31, 2023**.

Effective April 1, 2023, there will be an increase of \$2.00 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Issued 8/22/2022, effective 9/1/2022 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2022

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: Slurry Seal Worker (Laborer)

Determination:

NC-23-102-1B-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

March 31, 2023** 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.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Wages and Employer Payments:

Classification (Journeyman)	Basic Hourly Rate ^a	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^b	Holiday Overtime Hourly Rate (2 X)
Mixer Operator	\$41.27	\$9.60	\$11.15	\$3.05	\$0.10	8.0	\$65.17	\$85.81	\$85.81	\$106.44
Shuttle/Line Driver	\$35.27	\$9.60	\$11.15	\$3.05	\$0.10	8.0	\$59.17	\$76.81	\$76.81	\$94.44
Squeegee/Sealer	\$33.77	\$9.60	\$11.15	\$3.05	\$0.10	8.0	\$57.67	\$74.56	\$74.56	\$91.44
Utility-Maintenance Man	\$32.77	\$9.60	\$11.15	\$3.05	\$0.10	8.0	\$56.67	\$73.06	\$73.06	\$89.44

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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

^a Zone Pay at three dollars (\$3.00) per hour, factored at the applicable overtime multiplier, will be added to the base rate for work performed outside the Free Zone described by the boundaries along township and range lines. Please see travel and subsistence provision for map description and exceptions.

^b Saturdays in the same work week may be worked at straight-time if 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.

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 Painter (Painter) ^a

Determination:

NC-200-X-17-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 25, 2023* 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.

Localities:

All localities within San Joaquin, Tuolumne and Yolo Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate ^b	Health and Welfare	Pension	Vacation and Holiday ^c	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^d	Daily Overtime Hourly Rate (2 X)	Holiday Overtime Hourly Rate (2 X)
Striper; Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes	\$40.44	\$10.70	\$6.82	\$0.00	\$0.10	\$0.00	8	\$58.06	\$78.28	\$98.50	\$98.50
Parking Lots, Gamecourts, Playgrounds	\$34.37	\$10.70	\$6.82	\$0.00	\$0.10	\$0.00	8	\$51.99	\$69.175	\$86.36	\$86.36
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing	\$34.78	\$10.70	\$6.82	\$0.00	\$0.10	\$0.00	8	\$52.40	\$69.79	\$87.18	\$87.18

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

[Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a The minimum rate of pay for traffic control work associated with parking and highway improvement projects is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter) in San Joaquin, Tuolumne, and Yolo Counties.

^b Includes an amount withheld for Dues Check-Off.

^c Included in Basic Hourly Rate (\$2.74). Rate applies to the first 9 years of employment only; \$3.13 per hour worked for 10 years or more.

^d Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

PREDETERMINED INCREASE

CRAFT:

Traffic Control/Lane Closure (Laborer) and Parking and Highway Improvement Painter (Laborer)

DETERMINATIONS:

NC-23-102-13-2023-1 and NC-23-102-13-2023-1A

LOCALITIES:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin^a, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne^a, Yolo^a, and Yuba Counties.

The predetermined increases for the above named crafts apply only to the current determinations for work being performed on public works projects with bid advertisement dates on or after March 4, 2023, until these determinations are superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

TRAFFIC CONTROL/LANE CLOSURE (LABORER) and PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

Determinations NC-23-102-13-2023-1 and NC-23-102-13-2023-1A are currently in effect and expire on June 30, 2023**.

Effective July 1, 2023, there will be an increase of \$2.50 to be allocated to wages and/or fringes.

Effective July 1, 2024, there will be an increase of \$2.60 to be allocated to wages and/or fringes.

Effective July 1, 2025, there will be an increase of \$2.65 to be allocated to wages and/or fringes.

Effective July 1, 2026, there will be an increase of \$2.65 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

Issued 2/22/2023, Effective 3/4/2023 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: March 4, 2023

^a County not covered by Parking and Highway Improvement Painter (Laborer) - Striper and Related Classifications.

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: #TRAFFIC CONTROL/LANE CLOSURE (LABORER)^a
AND
PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)**

Determination:
NC-23-102-13-2023-1

Issue Date:
February 22, 2023

Expiration date of determination:
June 30, 2023** 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.

Localities:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.
AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

Wages and Employer Payments (Area 1):

Classification TRAFFIC CONTROL AND RELATED CLASSIFICATIONS	Basic Hourly Rate	Health and Welfare ^b	Pension ^c	Vacation and Holiday ^d	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^e	Saturday Overtime Hourly Rate (1 ½ X) ^{ef}	Sunday/ Holiday Overtime Hourly Rate (2 X) ^g
Traffic Control Person I	\$36.31	\$9.60	\$13.86	\$3.05	\$0.50	\$0.30	8	\$63.62	\$81.775	\$81.775	\$99.93
Traffic Control Person II	\$33.81	\$9.60	\$13.86	\$3.05	\$0.50	\$0.30	8	\$61.12	\$78.025	\$78.025	\$94.93
Construction Zone Traffic Control Pilot Car, Flag Person	\$36.01	\$9.60	\$13.86	\$3.05	\$0.50	\$0.30	8	\$63.32	\$81.325	\$81.325	\$99.33

Wages and Employer Payments (Area 2):

Classification TRAFFIC CONTROL AND RELATED CLASSIFICATIONS	Basic Hourly Rate	Health and Welfare ^b	Pension ^c	Vacation and Holiday ^d	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^e	Saturday Overtime Hourly Rate (1 ½ X) ^{ef}	Sunday/ Holiday Overtime Hourly Rate (2 X) ^g
Traffic Control Person I	\$35.31	\$9.60	\$13.86	\$3.05	\$0.50	\$0.30	8	\$62.62	\$80.275	\$80.275	\$97.93
Traffic Control Person II	\$32.81	\$9.60	\$13.86	\$3.05	\$0.50	\$0.30	8	\$60.12	\$76.525	\$76.525	\$92.93
Construction Zone Traffic Control Pilot Car, Flag Person	\$35.01	\$9.60	\$13.86	\$3.05	\$0.50	\$0.30	8	\$62.32	\$79.825	\$79.825	\$97.33

Determination:

NC-23-102-13-2023-1A

Issue Date:

February 22, 2023

Expiration date of determination:

June 30, 2023** 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.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

Wages and Employer Payments:

Classification STRIPER AND RELATED CLASSIFICATIONS	Basic Hourly Rate	Health and Welfare ^b	Pension ^c	Vacation and Holiday ^d	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^e	Saturday Overtime Hourly Rate (1 ½ X) ^{ef}	Sunday/ Holiday Overtime Hourly Rate (2 X) ^g
Group 1	\$39.20	\$9.60	\$13.25	\$3.05	\$0.50	\$0.27	8	\$65.87	\$85.470	\$85.470	\$105.07
Group 2	\$37.70	\$9.60	\$13.25	\$3.05	\$0.50	\$0.27	8	\$64.37	\$83.220	\$83.220	\$102.07
Group 3	\$35.95	\$9.60	\$13.25	\$3.05	\$0.50	\$0.27	8	\$62.62	\$80.595	\$80.595	\$98.57
Group 4	\$33.85	\$9.60	\$13.25	\$3.05	\$0.50	\$0.27	8	\$60.52	\$77.445	\$77.445	\$94.37

Group 1

Traffic Striping Applicator

Group 2Traffic Delineating Device
ApplicatorTraffic Protective System
Installer

Pavement Markings Applicator

Decorative Asphalt Surfacing
Applicator**Group 3**Traffic Surface Abrasive
Blaster

Pot Tender

Group 4Parking Lots, Game Courts &
Playground Striping

Applicator

Decorative Asphalt Surfacing
Laborer**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

a The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

b Includes an amount for Retiree Health & Welfare.

c Includes an amount for the Annuity Trust Fund.

d Includes an amount for Supplemental Dues.

e One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays.

f Saturdays or scheduled sixth (6th) consecutive work day 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, major mechanical breakdown or lack of materials beyond the control of the employer.

g Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked, or Sundays and holidays.

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 6 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office and equipment. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 .1 Measurement for payment of mobilization will be made on a lump sum basis. Measurement for partial payment of mobilization will be made based percentage of work completed in accordance with the schedule shown in Section 6.1.

BASIS OF PAYMENT

105-6.1 Payment for mobilization will be made on a lump sum basis. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

Payment will be made under:

Item C-105-6.1 Mobilization (6% max.) – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item C-106 Safety, Security and Maintenance of Traffic

DESCRIPTION

106-1.1 General. This work shall consist of maintaining aircraft and vehicular traffic and protecting the public from damage to person and property within the limits of and for the duration of the Contract, and as specified in the Construction Safety and Phasing Plan, Attachment A to Section 70.

Contractor is responsible for maintenance and repair of these items, regardless of cause of damage, until the project is accepted.

The following items are specifically included without limiting the generality implied by these Specifications and the Contract Drawings. Contractor is responsible for maintenance and repair of these items, regardless of cause of damage, until the project is accepted.

- Restoration of all surfaces disturbed as a result of the Contractor's Operations which are not otherwise paid for.
- Installation, maintenance, repair and removal of temporary access roads and maintenance and repair of existing access roads, including dust control measures.
- Installation, maintenance, repair and removal of temporary barricades, barricade lights, barricade flags, warning signs and hazard markings.
- Installation, maintenance, repair and removal of temporary lighted closed runway markers.
- Cleaning and maintenance of all paved areas.

METHOD OF MEASUREMENT

106-2.1 Measurement for payment of safety, security and maintenance of traffic will be made on a lump sum basis. Measurements for partial payment may be made at the discretion of the RPR as the work progresses based on contract time or percent of work completed.

BASIS OF PAYMENT

106-3.1 The lump sum price bid for safety, security and maintenance of traffic shall include all equipment, materials, labor and incidentals necessary to adequately and safely maintain and protect traffic.

In the event the contract completion date is extended, no additional payment will be made for safety, security and maintenance of traffic.

Partial payments of the lump sum price bid may be made for this item at the discretion of the RPR as the work progresses based on contract time or work completed, less any deductions for unsatisfactory safety, security and maintenance of traffic.

No payment will be made under safety, security and maintenance of traffic for each calendar day during which there are substantial deficiencies in compliance with the Specification requirements of any subsection of this Section as determined by the RPR.

The amount of such calendar day non-payment will be determined by dividing the lump sum amount bid for safety, security and maintenance of traffic by the number of calendar days between the date the Contractor commences work and the date of completion as designated in this proposal, without regard to any extension of time.

If the Contractor fails to maintain and protect traffic adequately and safely for a period of 24 hours, the Owner shall correct the adverse conditions by any means it deems appropriate and shall deduct the cost of the corrective work from any monies due the Contractor. The cost of this work shall be in addition to the liquidated damages and non-payment for safety, security and maintenance of traffic listed above.

However, where major nonconformance with the requirements of this Specification is noted by the RPR and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the RPR regardless of whether corrections are made by the Owner as stated in the paragraph above.

Payment will be made under:

C-106-3.1 Safety, Security and Maintenance of Traffic - per lump sum

END OF ITEM C-106

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2.1 Equipment. All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

101-2.2 Herbicide. Herbicide shall be a commercially produced product made specifically for killing plants and their root systems. Herbicides shall be packaged in standard sealed containers marked with the name of the material, the name of the manufacturer, the net quantity contained therein and shall be in accordance with the provisions of the Federal and State Rules and Regulations in effect at the time of delivery.

101-2.3 Surface treatment. Surface treatment shall be in accordance with Item P-608-R, Rapid Cure Seal Coat.

CONSTRUCTION

101-3.1 Removal of existing pavement. Section not used.

101-3.2 Preparation of joints and cracks. Preparation of joints and cracks are necessary in areas that are being overlaid or surface treated, in area that are being milled and in areas which are not being overlaid, surface treated or milled. In areas being milled, preparation shall occur after milling operations.

Existing vegetation within the limits of work shall be treated with an herbicide. The herbicide shall be applied to the vegetation prior to other preparation of joint and crack operations. Application of herbicide shall be in accordance with the manufacturer's printed instructions and the provisions of Federal and State regulations in effect at the time of work. Preparation of joint and crack operations shall not proceed until the herbicide manufacturer's instructions indicate that the treated vegetation may be removed.

a. Preparation of Cracks in Rigid and Flexible Pavement.

(1) Preparation of Crack. Widen crack which are greater than 1/4 inch wide and less than 1 inch wide with router or random crack saw by removing a minimum of 1/16 inch (2 mm) from each side of crack. Routing or sawing shall be accomplished with a commercial router or random crack saw that can produce a vertical sided groove with minimal edge spalling. The groove width and depth shall be as shown on the Contract Drawings. A joint or crack that is routed or sawed should have a constant width from beginning to end. The widest portion of the joint or crack to be routed or sawed shall determine the routing width for the particular joint or crack.

Routed joints and cracks shall be cleaned in accordance with the requirements of Item P-605. Routed joints and cracks shall be kept clean until the sealing operations are completed.

Routed joints and cracks shall be sealed with a joint sealer in accordance with the requirements of Item P-605. Sealing shall not proceed until the routed joints and cracks are accepted by the RPR. To insure that space will be available for expansion of the asphalt, the joint or crack shall not be filled completely to the surface. Joint sealing shall not be performed when the ambient air temperature is below 40 degrees F, when the pavement temperature is below 50 degrees F, or when the pavement is wet.

Sealant which has been damaged, sunk below the surface, or has not bonded properly to the joint or crack shall be removed. The joint or crack shall be re-cleaned and re-sealed in accordance with the specifications at the Contractor's expense. Immediately before sealing, joints will be blown out with a hot air lance combined with oil and water-free compressed air.

(2) Removal of Existing Sealant. Existing sealants will be removed by routing or random crack saw. Following routing or sawing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

Remove all vegetation, joint and crack sealer, and debris from joints and cracks to a minimum depth of 1 inch (25 mm). Remove all joint sealant, vegetation and debris from all joints to the full depth of the joint. For surface treatment projects, fill all cracks greater than 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment to be used. Underfill joints and cracks with the crack sealant a minimum of 1/8 inch (3 mm), not to exceed 1/4 inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface. For overlay projects, cracks greater than 1/4 inch wide and joints shall be filled with a mixture of emulsified asphalt and aggregate.

Wider cracks (over 1 inch wide (25 mm)), and cracks with adjacent soft or sunken spots, shall be repaired or replaced in accordance with paragraph 101-3.4, unless otherwise directed by the RPR.

For cracks and joints which are to be filled with a mixture of emulsified asphalt and aggregate, the aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Gradation

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90-100
No. 16 (1.18 mm)	65-90
No. 30 (600 µm)	40-60
No. 50 (300 µm)	25-42
No. 100 (150 µm)	15-30
No. 200 (75 µm)	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the RPR.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be

constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

101-3.3 Removal of Foreign Substances/contaminates prior to overlay, seal-coat or remarking.

Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

High-pressure water, heater scarifier (asphaltic concrete only), or rotary grinding shall be used. The use of chemicals will not be permitted. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in accordance with paragraph 101-3.11.

101-3.4 Concrete and asphaltic concrete pavement repair. Section not used.

101-3.5 Cold milling. Section not used.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Section not used.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Section not used.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Section not used.

101-3.10 Removal of Pipe, Structures and other Buried Items. Section not used.

101-3.11 Spoil. Spoil material generated shall be disposed of off airport property. Every effort should be made by the Contractor to recycle or re-use the material in other projects.

Prior to placing spoil off airport property, Contractor shall submit a "Spoil Deposition and Release" to the RPR. A sample form is contained in Attachment A to Section 70-08 of these Specifications and shall be acceptable to the RPR prior to removing material from the work area.

No direct payment will be made for spoiling operations. The cost of spoiling material off-site shall be considered incidental to this Contract and the costs shall be included in the various pay items involved.

METHOD OF MEASUREMENT

101-4.1 Crack Seal. The unit of measurement for crack seal shall be by the linear foot.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials including sealant material per item P-605 and for all preparation, including routing of the crack, and applying herbicide if applicable, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1 Crack Seal - per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of the following types as indicated on the Contract Drawings:

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. Section not used.

605-2.3 Bond breaking tapes. Section not used.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 30 days prior to use on the project.

a. Tractor-mounted routing tool. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

c. Sandblasting equipment. Sandblasting is not allowed.

d. Waterblasting equipment. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with

paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

g. Cold-applied, single-component sealing equipment. The equipment for installing ASTM D5893 single component joint sealants shall consist of an extrusion pump, air compressor, following plate, hoses, and nozzle for transferring the sealant from the storage container into the joint opening. The dimension of the nozzle shall be such that the tip of the nozzle will extend into the joint to allow sealing from the bottom of the joint to the top. Maintain the initially approved equipment in good working condition, serviced in accordance with the supplier's instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.

605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint. All existing joint sealant in joints designated to be sealed shall be removed.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by ractor-mounted routing equipment, concrete saw or waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be waterblasted clean. Waterblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/4 inch (6 mm) \pm 1/16 inch (2 mm) below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint

faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 Inspection. The Contractor, in the presence of the RPR, shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 No separate measurement for payment shall be made for sealant material. Sealant material shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

605-5.1 No payment will be made separately or directly for sealant material. Sealant material shall be considered necessary and incidental to the work of this Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
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END ITEM P-605

Item P-608-R Rapid Cure Seal Coat

DESCRIPTION

608-R-1.1 This item shall consist of the application of an asphalt surface treatment composed of natural and refined asphalt materials, additives, and light oils, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including aprons, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans.

The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term asphalt means natural and refined asphalt materials in this specification.

MATERIALS

608-R-2.1 Aggregate. The fine-aggregate material shall be a dry, clean, sound, durable, angular shaped, with highly textured surfaces, manufactured specialty abrasive aggregate. It shall have 100% fractured faces, SiO₂ content of 55% minimum, CaO of 3% max, with a sand equivalent greater than 85 and a Mohs hardness of 7 or greater. Additional characteristics as outlined in the following table(s). The Contractor shall submit specialty aggregate manufacturer's technical data and the specialty aggregate manufacturer's certification indicating that the specialty aggregate meets the requirements of the specification to the RPR prior to start of construction. The aggregate must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136:

Aggregate Material Gradation Requirements

Sieve Designation	Percentage by Weight Passing Sieves
No. 8	100
No. 14	98-100
No. 16	85-100
No. 30	15-45
No. 50	0-8
No. 70	0-2

Aggregate Characteristics

Test	Standard	Range
Micro-Deval	ASTM D7428	15% max
Magnesium Sulfate Soundness	ASTM C88	2% max
Aggregate Angularity	ASTM C1252 – Test Method A	45% min
Moisture Content (%)	ASTM C566	2% max
Bulk Dry Specific Gravity	ASTM C128	2.6 – 3.0
Absorption (%)	ASTM D2216	3% max
Mohs Hardness	Mohs Scale	7 min

The Contractor shall provide a certification of analysis (COA) showing analysis and properties of the material delivered for use on the project. The Contractor’s certification may be subject to verification by testing the material delivered for use on the project.

608-R-2.2 Asphalt material. The asphalt material base residue shall contain not less than 40% gilsonite, or uintaite, and shall not contain any tall oil pitch or coal tar material. The material shall be compatible with asphalt pavement, and have a 5-year minimum proven aviation performance record at airports with similar climatic conditions. The solvent-based rapid cure material shall meet the following properties:

Properties for Asphalt Sealing Material

Properties	Specification	Limits
Kinematic Viscosity at 140°F (60°C)	ASTM D4402	10-30 cSt
Percent Residue by Distillation	ASTM D402	30-45%

Tests on Residue from Distillation

Properties	Specification	Limits
Penetration at 77°F (25°C)	ASTM D5	2-12 dmm
Softening Point	ASTM D36	180-200
Solubility in 1,1,1 Trichloroethylene	ASTM D2042	99% min.
HCl Precipitation Value		18-25

The Contractor shall provide a copy of the manufacturer’s Certificate of Analysis (COA) for the asphalt sealer delivered to the project. If the asphalt sealer is diluted at other than the manufacturer’s facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt sealer properties. The COA shall be provided to and approved by the RPR before the asphalt material is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt sealing material must be applied in an undiluted form. The material may be stored at ambient temperature for long periods of time if necessary. Storage will follow industry standard recommendations due to the flammability of the material; avoid sparks and open flames to come into contact with the material or any gasses that might be escaping the storage vessel.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

608-R-2.3 Seal Coat with Aggregate. The Contractor shall submit friction test data from at least two (2) airport projects identified under 608-R-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph (65 or 95 km/h) wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

COMPOSITION AND APPLICATION RATE

608-R-3.1 Application Rate. The approximate amounts of materials per square yard (square meter) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer’s representative for control strip evaluations, and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution Rate	Quantity of Sealer gal/yd ² (l/m ²)	Quantity of Aggregate lb/yd ² (kg/m ²)
N/A	0.08-0.15 (0.36-0.68)	0.40-0.50 (0.11-0.22)

608-R-3.2 Control areas and control strips. A qualified manufacturer’s representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both sealer and aggregate to be evaluated and approved by the RPR.

A test area and/or section shall be applied for each differing asphalt pavement surface identified in the project. The control area(s) and/or control strip(s) shall be used to determine the material application rate(s) of both sealer and aggregate prior to full production. The same equipment and method of operation shall be utilized on the control area(s) and/or control strip(s) as will be utilized on the remainder of the work.

a. For taxiway, taxilane and apron surfaces. Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor’s manufacturer’s representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

b. For runway and high-speed exit taxiway surfaces. Prior to full application, the Contractor shall place a series of control strips a minimum of 300 feet (90 m) long by 12 feet (3.6 m) wide, or width of

anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the RPR. The control strips should be placed under similar field conditions as anticipated for the actual application. Before beginning the control strip(s), the skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application.

The Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 2 to 4 hours after application of the control strips depending on site conditions. Aircraft shall not be permitted on the runway or high-speed exit taxiway control strips until such time as the Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph (65 and 95 km/h) wet with approved CFME.

c. Control strip. If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-R-8.1.

If operational conditions preclude placement of a control strip on the pavement to be sealed, it may be applied on a pavement with similar surface texture.

CONSTRUCTION METHODS

608-R-4.1 Worker safety. The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt sealer product and aggregate and require workmen to follow the manufacturer's recommended safety precautions. All additional industry standard safety precautions regarding the storage and applications of solvent based asphalts should be understood and followed by the Contractor.

608-R-4.2 Weather limitations. The asphalt sealer shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied when dust or aggregate is blowing or when rain is anticipated within four (4) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 55°F (14°C) and rising. The sealer will shall not be applied when pavement temperatures are expected to exceed 160F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the sealer. Should sealer get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

608-R-4.3 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Pressure distributor. The sealer shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the sealer. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8)

miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute). The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use. The distributor truck shall be equipped with a 12-foot (3.7-m), minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the sealer, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively mix the material prior to application.

The distributor shall be equipped with a hand sprayer to spray the sealer in areas not accessible to the distributor truck.

b. Aggregate spreader. The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply aggregate to the sealer in a single pass operation without driving through wet sealer. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the aggregate at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The aggregate spreader shall have a minimum hopper capacity of 3,000 pounds (1361 kg) of aggregate. Push-type hand spreaders will be allowed for use around lights, signs and other obstructions, if necessary.

c. Power broom/blower. A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

d. Equipment calibration. Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

608-R-4.4 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and treating these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

a. New asphalt pavement surfaces. Allow new asphalt pavement surfaces to cure so that there is no concentration of oils on the surface. A period of at least 30 days at 70°F (21°C) daytime temperatures should elapse between the placement of a hot mixed asphalt concrete surface course and the application of the surface treatment.

Perform a water-break-free test to confirm that the surface oils have degraded and dissipated. (Cast approximately one gallon (4 liters) of clean water out over the surface. The water should sheet out and wet the surface uniformly without crawling or showing oil rings.) If signs of crawling or oil rings are apparent on the pavement surface, additional time must be allowed for additional curing and retesting of the pavement surface prior to treatment.

608-R-4.5 Application of asphalt sealer. The asphalt sealer shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. Recommended material temperature for application is 70°F to 90°F, but depending on the application equipment used, good material dispersion and pavement coverage may be achieved at lower material temperatures. The material should not be heated above 100°F.

Pavement surfaces which have excessive runoff of seal coat due to excessive amount of material being applied or excessive surface grade shall be treated in two or more applications, if feasible, to the specified application rate at no additional cost to the Owner. Each additional application shall be performed after the prior application of material has penetrated into the pavement.

If low spots and depressions greater than 1/2 inch (12 mm) in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee. Brooming shall continue until the pavement surface is free of any pools of excess material. Ponding and/or puddling shall not cause excessive pavement tackiness and/or additional distress.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred. Asphalt materials shall not be discharged into borrow pits or gutters or on the airport area.

***Caution.** Heating asphalt binders of any kind always constitutes some degree of hazard. The most hazardous of these are cutback asphalts because of the highly volatile solvents used. Care must be taken not to allow any spark or open flame to come in contact with the cutback asphalt or the gases from cutback asphalt due to the low flash point. It is the Contractor's responsibility to understand and adhere to these standards in regards to staying within the recommended application temperatures of this material and at all times during production.*

608-R-4.6 Application of aggregate material. Immediately following the application of the asphalt sealer, aggregate at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt sealer in a single-pass operation simultaneous with the sealer application. The sealer material and aggregate shall be applied simultaneously in a single pass operation, so as to not drive through the applied fresh sealer. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the aggregate shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

QUALITY CONTROL (QC)

608-R-5.1 Manufacturer's representation. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

608-R-5.2 Contractor qualifications. The Contractor shall provide the RPR with the seal coat Contractor’s qualifications for applicators, personnel and equipment. The Contractor shall also provide documentation that the seal coat Contractor is qualified to apply the seal coat and has made at least three (3) applications similar to this project in the past two (2) years.

MATERIAL ACCEPTANCE

608-R-6.1 Application rate. The rate of application of the asphalt emulsion shall be verified at least twice per day.

608-R-6.2 Friction tests. Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be accomplished on all runway and high-speed taxiways that have received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph (65 or 95 km/h) both wet, 15 feet (4.5 m) to each side of runway centerline. The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

METHOD OF MEASUREMENT

608-R-7.1 Asphalt surface treatment. The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

608-R-7.2 Friction testing. The quantity of friction testing shall be per lump sum.

BASIS OF PAYMENT

608-R-8.1 Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, and any costs associated with furnishing a qualified manufacturer’s representative to assist with control strips.

608-R-8.2 Payment shall be made at the contract unit price per lump sum for friction testing and all work required to meet AC 150/5320-12.

Payment will be made under:

Item P-608-R-8.1	Asphalt Surface Treatment (with aggregate) – per square yard
Item P-608-R-8.2	Runway and High Speed Exit Taxiway Friction Testing – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C128	Standard Test Method for Relative Density (Specific Gravity) and Absorption of Fine Aggregate
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM C1252	Standard Test Methods for Uncompacted Void Content of Fine Aggregate
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D36	Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
ASTM D402	Standard Test Method for Distillation of Cutback Asphalt
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2216	Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys
ASTM D6433	Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys
ASTM D6997	<u>Standard Test Method for Distillation of Emulsified Asphalt</u>
ASTM D7428	Standard Test Method for Resistance of Fine Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus

Advisory Circulars (AC)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements
AC 150/5380-7	Airport Pavement Management Program (PMP)

END OF ITEM P-608-R

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

a. Paint. Paint shall be either waterborne, Type III or preformed thermoplastic as specified in the drawings and in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Paint Color	Fed Std. No 595 Color Number
White	37925
Black	37038
Yellow	33538 or 33655

Waterborne or solvent base black paint should be used to outline a border at least 6 inches (150 mm) wide around markings on all light-colored pavements. Preformed thermoplastic markings shall have a non-reflectORIZED black border integral to the marking. The cost of black paint will not be measured separately. The cost of black paint shall be considered incidental.

Application Rates for Paint and Glass Beads for Table 1

Paint ²		Glass Beads ³		
Type	Application Rate Maximum	Type I, Gradation A ¹ Minimum	Type III Minimum	Type IV ¹ Minimum
Waterborne Type III	90 ft ² /gal (2.2 m ² /l)	7 lb/gal (0.85 kg/l)	8 lb/gal (1.0 kg/l)	
Waterborne Type III	55 ft ² /gal (1.4 m ² /l)		6 lb/gal (.8 kg/l)	5 lb/gal (.7 kg/l)
Temporary Marking Waterborne Type I or II	230 ft ² /gal (5.6 m ² /l)	No beads	No beads	No beads

¹Glass bead application rate for Red and Pink paint shall be reduced by 2 lb/gal (0.24 kg/l) for Type I and Type IV beads.

² See paint type(s) specified below.

³ See paragraph 620-2.2b.

Waterborne paint. Waterborne paint shall meet the requirements of Federal Specification TT-P-1952F, Type III. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross linking.

Preformed Thermoplastic Airport Pavement Markings. Markings must be composed of ester modified resins in conjunction with aggregates, pigments, and binders that have been factory produced as a finished product. The material must be impervious to degradation by aviation fuels, motor fuels, and lubricants.

(1) The markings must be able to be applied in temperatures as low as 35°F without any special storage, preheating, or treatment of the material before application.

(a) The markings must be supplied with an integral, non-reflectorized black border.

(2) **Graded glass beads.**

(a) The material must contain a minimum of 30% intermixed graded glass beads by weight. The intermixed beads shall conform to Federal Specification TT-B-1325D, Type I, gradation A and Federal Specification TT-B-1325D, Type IV.

(b) The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of one (1) lb (0.45 kg) (±10%) per 10 square feet (1 sq m). These factory-applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.

Preformed Thermoplastic Bead Gradation

Size Gradation		Retained, %	Passing, %
U.S. Mesh	µm		
12	1700	0 - 2	98 - 100
14	1400	0 - 3.5	96.5 - 100

Size Gradation		Retained, %	Passing, %
U.S. Mesh	µm		
16	1180	2 - 25	75 - 98
18	1000	28 - 63	37 - 72
20	850	63 - 72	28 - 37
30	600	67 - 77	23 - 33
50	300	89 - 95	5 - 11
80	200	97 - 100	0 - 3

(3) Heating indicators. The material manufacturer shall provide a method to indicate that the material has achieved satisfactory adhesion and proper bead embedment during application and that the installation procedures have been followed.

(4) Pigments. Percent by weight.

(a) White:

- Titanium Dioxide, ASTM D476, type II shall be 10% minimum.

(b) Yellow and Colors:

- Titanium Dioxide, ASTM D476, type II shall be 1% minimum.
- Organic yellow, other colors, and tinting as required to meet color standard.

(5) Prohibited materials. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant federal regulations.

(6) Daylight directional reflectance.

(a) White: The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 45% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x .462	x .470	x .479	x .501
y .438	y .455	y .428	y .452

(7) Skid resistance. The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E303.

(8) Thickness. The material must be supplied at a nominal thickness of 65 mil (1.7 mm).

(9) Environmental resistance. The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to aviation fuels, gasoline, and oil.

(10) Retroreflectivity. The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of nighttime retroreflection when tested in accordance to ASTM E1710.

(11) Packaging. Packaging shall protect the material from environmental conditions until installation.

(12) Preformed thermoplastic airport pavement marking requirements.

(a) The markings must be a resilient thermoplastic product with uniformly distributed glass beads throughout the entire cross-sectional area. The markings must be resistant to the detrimental effects

of aviation fuels, motor fuels and lubricants, hydraulic fluids, deicers, anti-icers, protective coatings, etc. Lines, legends, and symbols must be capable of being affixed to asphalt and/or Portland cement concrete pavements by the use of a large radiant heater. Colors shall be available as required.

(b) The markings must be capable of conforming to pavement contours, breaks, and faults through the action of airport traffic at normal pavement temperatures. The markings must be capable of fully conforming to grooved pavements, including pavement grooving per advisory circular (AC) 150/5320-12, current version. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastics when heated with a heat source per manufacturer's recommendation.

(c) Multicolored markings must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each large marking segment (typically more than 20 feet (6 m) long) must be factory assembled with a compatible material and interconnected so that in the field it is not necessary to assemble the individual pieces within a marking segment. Obtaining multicolored effect by overlaying materials of different colors is not acceptable due to resulting inconsistent marking thickness and inconsistent application temperature in the marking/substrate interface.

(d) The marking material must set up rapidly, permitting the access route to be re-opened to traffic after application.

(e) The marking material shall have an integral color throughout the thickness of the marking material.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III or Type IV, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black paint.

The cost of glass beads will not be measured separately. The cost of glass beads shall be included in the cost of each type of Paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process. The cost of surface preparation will not be measured separately. The cost of surface preparation shall be included in the cost of Paint.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. Markings which are shown to be removed shall be blocked out into rectangular shapes. Markings within the rectangular shapes shall be removed such that 90% of all paint is removed to the satisfaction of the RPR. Shotblasting shall not be used on grooved pavements. The remaining pavement area within the rectangular shape shall be treated with the same removal process such that the entire rectangular shape is uniform in appearance. After removal of markings on asphalt pavements, apply a surface treatment of seal coat in accordance with Item P-608R, Rapid Cure Seal Coat, to the ‘blocked out’ areas to eliminate ‘ghost’ markings. Black paint may be used to temporarily cover existing markings which will be restored upon completion of construction only when approved by the RPR. Prior to repainting the original markings, the Contractor shall remove the black paint and the original markings as described above. The removal area may be limited to the existing markings only if there is no impact to the adjacent pavement surface. If the removal impacts the adjacent surface, the Contractor shall perform the removal process in the rectangular shapes prescribed above. Otherwise, black paint shall not be used to cover markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

d. Preparation of temporary markings prior to marking permanent markings. Prior to applying permanent markings over temporary markings, loose temporary markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

The Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the permanent markings to the existing temporary markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. No less than 12 hours or more than 72 hours shall elapse between placement of the seal coat and placement of the temporary marking. Paint shall be applied at the

locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer’s instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet (5 m) and a free span between supporting wheels of no less than 18 feet (5.5 m). The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches (50 mm) wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F (2°C) without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package. On asphalt pavement where existing markings have been removed, thermoplastic markings shall be applied prior to application of a seal coat, unless there is a 30 day waiting period for the seal coat to cure. Any areas outside of the thermoplastic markings where existing markings have been removed shall be sealed in accordance with Item P-608R, Rapid Cure Seal Coat. On PCC pavement, Contractor shall remove all curing compounds prior application of thermoplastic markings.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other. Testing for retro-reflectance shall be performed at least twice per day.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹ ‘Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of Obliterate Pavement Marking to be paid for shall be the number of square feet of marking obliterated and accepted by the RPR.

620-4.2 The quantity of Pavement Marking (Reflectorized) to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the RPR.

620-4.3 The quantity of Interim Pavement Marking (Non-Reflectorized) to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the RPR.

BASIS OF PAYMENT

620-5.1 Payment for Obliterated Pavement Marking shall be made at the contract price for the number of square feet of marking obliterated.

620-5.2 Payment for Pavement Marking (Reflectorized) shall be made at the contract price for the number of square feet of permanent markings. This price shall be full compensation for preparing the surface as specified in paragraph 620-3.3 and for furnishing all materials including reflective media, black paint and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications

620-5.3 Payment for Interim Pavement Marking (Non-Reflectorized) shall be made at the contract price for the number of square feet of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

Payment will be made under:

Item P-620-5.1	Obliterate Pavement Marking - per square foot
Item P-620-5.2	Pavement Marking (Reflectorized) - per square foot
Item P-620-5.3	Interim Pavement Marking (Non-Reflectorized) - per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200 Hazard Communication	

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
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FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne
FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport
Pavement Surfaces

END OF ITEM P-620



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