



**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**PRECONSTRUCTION SERVICES
CONTRACT**

**AMERICAN RIVER BRIDGE
REHABILITATION**

**CONSTRUCTION MANAGER-GENERAL
CONTRACTOR SERVICES**

**FOR DESIGN AND CONSTRUCTION ON STATE HIGHWAY IN
CITY OF SACRAMENTO AND SACRAMENTO COUNTY**

**On State Route 51 from 0.1 miles north of Elvas Underpass to Exposition Boulevard, widen
bridge and replace bridge deck**

**CONTRACT NO. 033F070CM
03-SAC-51-PM 2.0/3.5
Project ID 0312000054**

Dated: January 1, 2021

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EXHIBITS

- Exhibit A – Acronyms and Definitions
- Exhibit B – Scope of Work
- Exhibit C – Cost Proposal
- Exhibit D – Prevailing Wage Determinations

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This Preconstruction Services Contract is entered into by and between the State of California through its Director (Department) and American River Constructors, A Joint Venture (Construction Manager), effective as of the last date set forth on the signature page hereto, with reference to the definitions contained in Exhibit A hereto and the following facts:

RECITALS

A Whereas, Pursuant to Public Contract Code §6700 et seq., the California Legislature has authorized the Department of Transportation (Department) to engage in a construction manager/general contractor (CMGC) project delivery method as specified for projects for the construction of highways, bridges, or tunnels.

B Whereas, The Department requested Statements of Qualifications from qualified Proposers interested in entering a contract for preconstruction services, with the potential for continuing to subsequent contract(s) for construction of all or part of the Scope of Work, for the American River Bridge Rehabilitation Project (Project) through a Construction Contract. The Project is intended to widen the bridge and replace the bridge deck in Sacramento County on State Route 51 from 0.1 miles north of Elvas Underpass to Exposition Boulevard.

C Whereas, As part of the Project team, the selected Construction Manager may provide input on schedule, phasing, constructability, cost and estimates, value engineering, and plan review throughout the design process. In addition to aiding the design process, the selected Construction Manager will be asked to prepare and submit a Proposed Price for the labor, equipment, and materials that will be required to construct the Project based on the design process, plans, specifications, and estimate packages of the Project. If the Proposed Price is accepted by the Department, a Construction Contract will be issued to the Construction Manager for the Agreed Price after the completion of the preconstruction phase so that construction of the Project can begin. If the Proposed Price is not accepted by the Department, the Department, in its sole discretion, reserves the right to end the Construction Manager's participation in the project development process at the completion of the design phase and advertise the Project.

D Whereas, The CMGC process for the Project consisted of a Request for Qualifications for preconstruction services, submittal of a Statement of Qualifications, evaluation of submittals and selection of the Construction Manager, award and execution of contract for the performance of preconstruction services. Upon the completion of the design phase of the Project or any portion thereof, the Department will begin negotiation of the costs of the construction phase of the Project with the Construction Manager.

E Whereas, The Construction Manager, named above, was selected by the Department to enter into a contract for the performance of preconstruction services for the Project.

NOW, THEREFORE, in consideration of the sums to be paid to Construction Manager by Department, the foregoing premises and the covenants and agreements set forth herein, the parties hereto hereby agree as follows.

1. OBLIGATIONS OF CONSTRUCTION MANAGER

1.1 Scope of Work

The Work to be performed under this Preconstruction Services Contract is described in Exhibit B. The services shall be performed in Sacramento County on State Route 51 from 0.1 miles north of Elvas Underpass to Exposition Boulevard. This Preconstruction Services Contract shall begin on December 1, 2020 as presented herein or upon approval by the Department, whichever is later, and no Work shall begin before that time. This Preconstruction Services Contract is of no effect unless approved by the Department. The Construction Manager shall not receive payment for work performed prior to approval of the Preconstruction Services Contract and before receipt of notice to proceed by the Contract Manager. This Preconstruction Services Contract shall expire on December 30, 2025 or upon execution of the final Construction Contract, whichever is later. The services shall be provided during normal working hours Monday through Friday, except Holidays unless otherwise authorized by the Contract Manager. The parties may amend this Preconstruction Services Contract as permitted by law. All inquiries during the term of this Preconstruction Services Contract shall be directed to the Project representatives identified below:

DEPARTMENT	CONSTRUCTION MANAGER
Contract Manager: Clark A. Peri	Project Manager: George Delano
District/Division: District 3/Project/Program & Asset Management	American River Constructors A Joint Venture
Address: 703 B Street Marysville, CA 95901	Address: 4001 Bradshaw Road Sacramento, CA 95827
Phone: (916) 825-8268	Phone: (916) 825-5835
Fax:	Fax: (916) 369-0429
e-mail: clark.peri@dot.ca.gov	e-mail: George.delano@gcinc.com

1.2 Work Guarantee

Department does not guarantee, either expressly or by implication, that any work or services will be required under this Preconstruction Services Contract nor shall Department be required to enter into any Construction Contract as a result of this Preconstruction Services Contract.

2. LICENSES AND PERMITS

- 2.1 The Construction Manager shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any Work required in connection with this Preconstruction Services Contract.
- 2.2 If the Construction Manager is located within the State, they shall submit a business license from the city/county in which they are headquartered; however, if they are a corporation, they may submit instead a copy of their incorporation documents/letter from the Secretary of State's Office. If the Construction Manager is located outside the State, they shall submit to the Department a copy of their business license or incorporation papers for their respective state showing that their company is in good standing in that state.

- 2.3 In the event any license(s) and/or permit(s) expire at any time during the term of this Preconstruction Services Contract, Construction Manager agrees to provide the Department a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Construction Manager fails to keep in effect at all times all required license(s) and permit(s), the Department may, in addition to any other remedies it may have, terminate this Preconstruction Services Contract upon occurrence of such event.

3. CONSTRUCTION MANAGER REPORTS AND/OR MEETINGS

- 3.1 The Construction Manager shall submit progress reports at least once a month. The report shall be sufficiently detailed for the Contract Manager to determine if the Construction Manager is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- 3.2 Progress reports shall identify the total number of hours worked by the Construction Managers' personnel by use of the Department's Work Breakdown Structure (WBS) level element(s). The WBS is included in the Caltrans *Guide to Project Delivery Workplan Standards* at: <https://dot.ca.gov/programs/project-management/workplan-standards-guide>.
- 3.3 The Construction Manager's Project Manager shall meet with the Contract Manager as needed to discuss progress on the Preconstruction Services Contract.

4. FUNDING

- 4.1 It is mutually understood between the parties that this Preconstruction Services Contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Preconstruction Services Contract was executed after that determination was made.
- 4.2 This Preconstruction Services Contract is valid and enforceable only if sufficient funds are made available to the Department by the United States Government or the California State Legislature for the purpose of this program. In addition, this Preconstruction Services Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Preconstruction Services Contract in any manner.
- 4.3 It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Preconstruction Services Contract shall be amended to reflect any reduction in funds.
- 4.4 Pursuant to Government Code 927.13(d), no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program that is directly dependent upon the receipt of federal funds by a State agency.
- 4.5 The Department has the option to void the Preconstruction Services Contract under the 30-day cancellation clause.

5. COMPENSATION AND PAYMENT

- 5.1 The Construction Manager will be reimbursed for hours worked at the hourly rates specified in the

- Construction Manager's Cost Proposal (Exhibit C). The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Preconstruction Services Contract. In addition, the Construction Manager will be reimbursed for direct costs, other than salary costs, as shown in the Cost Proposal or as approved by the Contract Manager.
- 5.2 Construction Manager shall be responsible for any future adjustments to prevailing wage rates, including base hourly rates and employer payments as determined by the Department of Industrial Relations. The Construction Manager is responsible for paying the appropriate rate, including escalations that take place during the term of the Preconstruction Services Contract.
 - 5.3 A mistake, inadvertence, or neglect by the Construction Manager in failing to pay the correct rates of prevailing wage shall be remedied solely by the Construction Manager and shall not, under any circumstances, be considered as the basis of a Claim against the Department on the Preconstruction Services Contract.
 - 5.4 Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the Caltrans *Travel Guide, Consultant/Contractors Travel Policy* at: <https://dot.ca.gov/programs/accounting/travel-guide>
 - 5.5 To determine allowable incurred Subcontractor costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, the Department will allow Subcontractor costs that are treated by the Construction Manager as accrued due to such costs having been billed to the Construction Manager and recognized by the Construction Manager and the Department as valid, undisputed, due, and payable. By submitting accrued but unpaid Subcontractor costs for reimbursement, the Construction Manager agrees that within 7 days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subcontractor cost shall be paid to the Subcontractor.
 - 5.6 The Construction Manager shall not begin Work nor will payment be made for any Work performed before approval of this Preconstruction Services Contract by State and written notification to proceed has been issued by the Contract Manager, nor will any payment be made for work performed after the expiration date of this Preconstruction Services Contract. The Construction Manager will be reimbursed monthly in arrears for services satisfactorily rendered and approved by the Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Contract Manager of itemized invoices.
 - 5.7 Invoices shall be submitted showing the Work Breakdown Structure (WBS) level element for each billable hour increment and/or detail of Work performed on each milestone, on the Project as applicable. Invoicing shall include the WBS elements listed in Exhibit B for defined/related services and products. Incomplete invoices shall be returned unpaid to the Construction Manager for correction. The Department shall not pay disputed portions of invoices.
 - 5.8 When prevailing wage rates apply, the Construction Manager shall submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment shall not be made until the payroll has been verified and the invoice approved by the Contract Manager.
 - 5.9 The sample invoice format can be found at: <https://dot.ca.gov/programs/procurement-and-contracts/ae-contract-information>. Invoices shall reference this Preconstruction Services Contract number, Project title, and task order number. Invoices shall be submitted no later than 45 Calendar Days after completion of each billing period. Any credit, as provided under this Preconstruction Services Contract, due the Department must be reimbursed by the Construction Manager before the expiration or termination of this Preconstruction Services Contract. Invoices shall be mailed to the Contract Manager at the following address:
-

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Clark A. Peri

District 3– Project/Program & Asset Management

703 B Street

Marysville, CA, 95901

- 5.10 The final Project invoice shall state the final cost and all credits due the Department. The final invoice shall be submitted within 60 Calendar Days after completion of the services.
- 5.11 Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- a) The total amount payable by the Department, resulting from this Preconstruction Services Contract, shall not exceed \$2,250,000. It is understood and agreed that this total is an estimate, and that the actual amount of Work requested by the Department may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Preconstruction Services Contract. In no event shall Scope of Work exceed this maximum.
 - b) Exhibit C, “Cost Proposal,” is subject to a post award audit. After any post award audit recommendations are received, Exhibit C shall be adjusted by the Construction Manager and approved by the Contract Manager to conform to the audit recommendations. The Construction Manager agrees that individual items of cost identified in the audit report may be incorporated into the Preconstruction Services Contract at the Department’s sole discretion. Refusal by the Construction Manager to incorporate the interim audit or post award recommendations shall be considered a breach of the Preconstruction Services Contract terms and cause for termination of the Preconstruction Services Contract.
 - c) Construction Manager, in consultation with Department, shall submit an hourly budget for each of the activities listed in Exhibit B, “Scope of Work,” for Department approval.

6. STATE PREVAILING WAGE REQUIREMENTS

The Construction Manager shall comply with all the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to Work under this Preconstruction Services Contract are available and on file with the Department's Regional/District Labor Compliance Officer:

<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/labor-compliance/district-region-map-construction20190624.pdf>

These wage rates are made a specific part of this Preconstruction Services Contract by reference pursuant to Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at Department construction sites, at Department facilities, and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve Department projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

General Prevailing Wage Rate Determinations applicable to this Project may also be obtained from the Department of Industrial Relations Internet site at <https://www.dir.ca.gov/>.

6.1 Payroll Records

- a) Construction Manager and Subconsultants shall keep accurate certified payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined

in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Construction Manager or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
 - ii. The 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.
- b) The payroll records enumerated under subsection (a) above shall be certified as correct by the Construction Manager under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by the Department's representatives at all reasonable hours at the principal office of the Construction Manager. The Construction Manager shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - ii. A certified copy of all payroll records enumerated in subsection (a) above, shall be made available for inspection or furnished upon request to a representative of Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Construction Manager.
 - iii. The public shall not be given access to certified payroll records by the Construction Manager. The Construction Manager is required to forward any requests for certified payrolls to the Contract Manager by both facsimile and regular mail on the Business Day following receipt of the request.
- c) Construction Manager shall submit a certified copy of the records enumerated in subsection (a) above, to the entity that requested the records within 10 days after receipt of a written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Construction Manager awarded the Preconstruction Services Contract or performing the Work shall not be marked or obliterated.
- e) The Construction Manager shall inform Department of the location of the records enumerated under subsection (a) above, including the street address, city and county, and shall, within five (5) Business Days, provide a notice of a change of location and address.
- f) The Construction Manager or Subconsultant shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subsection (a) above. In the event the Construction Manager or Subconsultant fails to comply within the 10-day period, he or she shall, as a penalty to Department, forfeit 25 dollars (\$25.00) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Department from payments then due. The Construction Manager is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

6.2 Prevailing Wage

When prevailing wage rates apply, the Construction Manager shall submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment shall not be made until the payroll has been verified and the invoice approved by the Contract Manager.

6.3 Penalty

- a) The Construction Manager and any Subconsultant under the Construction Manager shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Construction Manager and any Subconsultant shall forfeit to the State or political subdivision on whose behalf the Preconstruction Services Contract is made or awarded a penalty of not more than 50 dollars (\$50.00) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Preconstruction Services Contract by the Construction Manager or by any Subconsultant under the Construction Manager in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive.
- b) The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Construction Manager or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Construction Manager or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Construction Manager or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Construction Manager or Subconsultant had knowledge of the obligations under the Labor Code. The Construction Manager is responsible for paying the appropriate rate, including any escalations that take place during the term of the Preconstruction Services Contract.
- c) In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each Calendar Day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Construction Manager or Subconsultant.
- d) If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Construction Manager of the project is not liable for the penalties described above unless the Construction Manager had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Construction Manager fails to comply with all of the following requirements:
 - i. The Preconstruction Services Contract executed between the Construction Manager and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
 - ii. The Construction Manager shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - iii. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Construction Manager shall diligently take corrective action to halt or rectify the failure, including retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - iv. Prior to making final payment to the Subconsultant for work performed on the public works project, the Construction Manager shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing

rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

- e) Pursuant to Section 1775 of the Labor Code, Department shall notify the Construction Manager on a public works project within 15 days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
- f) If Department determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Construction Manager shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Department.

6.4 Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Construction Manager shall forfeit, as a penalty to the State, 25 dollars (\$25.00) for each worker employed in the execution of the Preconstruction Services Contract by the Construction Manager or any Subconsultant under the Construction Manager for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and 40 hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

6.5 Employment of Apprentices

- a) Where any contract or the subcontract exceeds \$30,000, the Construction Manager and any Subcontractors under them shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- b) Construction Manager and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Before starting Work, Construction Managers and Subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Work. The Construction Manager is responsible for all Subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.

7. FEDERAL REQUIREMENTS

7.1 Federal Prevailing Wages

- a) The Work herein proposed will be financed in whole or in part with Federal funds; therefore, all the statutes, rules, and regulations promulgated by the Federal government are applicable to Work financed in whole or in part with Federal funds and will be applicable to Work performed at a construction project site.
- b) The current Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts shall apply to this Preconstruction Services Contract and are made a part of the Preconstruction Services Contract. Federal prevailing wage determinations and any general prevailing wage determination addenda are to be attached to the Preconstruction Services Contract as Exhibit D.
- c) When prevailing wage rates apply, the Construction Manager shall submit, with each invoice, a

certified copy of the payroll for compliance verification. Invoice payment shall not be made until the payroll has been verified and the invoice approved by the Contract Manager.

- d) If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.

7.2 Federal-Aid Projects

Federal Requirements for Federal-Aid Construction Projects provisions shall apply to this Preconstruction Services Contract and are made a part of the Preconstruction Services Contract.

7.3 Work Performed Prior to NEPA Approval

Prior to completion of the NEPA approval process, any Work done by the Construction Manager shall comply with the following:

- Shall include all alternatives identified and considered in the environmental document.
- Shall not make any commitment to any alternative and all alternatives, including the “no-build” alternative, shall be evaluated and fairly considered.
- Shall not include preparation of any NEPA documentation nor include any decision-making authority.
- Shall not include the development of shop drawings or fabrication plans.
- Shall not include any construction Work or material acquisition.

8. COST PRINCIPLES

8.1 The Construction Manager agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost. The Construction Manager also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

8.2 Any costs for which payment has been made to the Construction Manager that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Construction Manager to the Department.

9. CONTINGENT FEE

The Construction Manager warrants, by execution of this Preconstruction Services Contract, that no Person or selling agency has been employed or retained to solicit or secure this Preconstruction Services Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Construction Manager for the purpose of securing business. For breach or violation of this warranty, the Department has the right to annul this Preconstruction Services Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the Preconstruction Services Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. INDEMNIFICATION

With the exception that this Section 10 shall in no event be construed to require indemnification by the Construction Manager to a greater extent than permitted by law, the Construction Manager shall defend, indemnify and hold harmless the State and the Department, including its officers, directors, agents and employees, and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (claims), arising out of or in connection with the Construction Manager's performance of this Preconstruction Services Contract due to negligent or intentional acts, errors, or omissions of the Construction Manager. The Construction Manager shall reimburse the Department for any expenditure, including reasonable attorney fees, incurred by the Department in defending against claims ultimately determined to be due to negligent or intentional acts, errors, or omissions of the Construction Manager.

11. CHANGES IN ORGANIZATION

There shall be no change in the Construction Manager's Project Manager or other Key Personnel, as listed in the Cost Proposal, without prior written approval by the Contract Manager. If the Construction Manager obtains approval from the Contract Manager to add or substitute personnel, the Construction Manager shall provide a personnel request form, a copy of the resume for the additional or substituted personnel, along with a copy of the certified payroll for that Person.

12. DISPUTES

- 12.1 The Construction Manager shall continue with the responsibilities under this Preconstruction Services Contract during any Work dispute. Any dispute, other than audit, concerning a question of fact arising under this Preconstruction Services Contract that is not disposed of by agreement shall be decided by a committee consisting of the Contract Manager and the Departmental Contract Officer who may consider written or verbal information submitted by the Construction Manager.
- 12.2 Any dispute, other than audit, not resolved by the committee consisting of the Contract Manager and Departmental Contract Officer may be reviewed by the Construction Manager Claims Review Committee (CCRC). The CCRC will consist of the Division Chief of Design (Chairperson), Division Chief of Construction, and the Chief Counsel of Legal Services or their designees. Additional members or their designees may serve on the CCRC.
- 12.3 Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate (PS&E) and all Work under the Preconstruction Services Contract, the Construction Manager may request review by the CCRC of unresolved Claims or disputes. The request for review shall be submitted in writing through the Departmental Contract Officer to the CCRC Chairperson. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for the Department. Neither the pendency of a dispute nor its consideration by the CCRC will excuse the Construction Manager from full and timely performance in accordance with the terms of this Preconstruction Services Contract.

13. TERMINATION, TERMINATION FOR CONVENIENCE OR SUSPENSION

The Department reserves the right to terminate this Preconstruction Services Contract immediately in the event of breach or failure of performance by the Construction Manager, or upon 30 Calendar Days written notice to the Construction Manager if terminated for the convenience of the Department.

The Department may terminate this Preconstruction Services Contract and be relieved of any payments except as provided for under early termination should the Construction Manager fail to perform the requirements of this Preconstruction Services Contract at the time and in the manner herein provided. In the event of such termination, the Department may proceed with the Work in any manner deemed proper by the Department. All costs to the Department shall be deducted from any sum due the Construction Manager under this Preconstruction Services Contract and the balance, if any, shall be paid to the Construction Manager upon demand.

The Department may terminate this Preconstruction Services Contract and be relieved of any payments except as provided for under early termination in the event that the “no build” alternative is selected during the environmental process.

In the event this Preconstruction Services Contract is terminated or suspended, the Construction Manager shall be paid for all billable hours and allowable direct costs accrued as of the date of termination or suspension and for termination costs. No billable costs will be considered payable under the Preconstruction Services Contract during suspension.

Within 30 days of the date the Construction Manager is notified of the early termination of this Preconstruction Services Contract for the convenience of the Department, the Construction Manager shall prepare and submit to the Contract Manager, for approval, two (2) separate supplemental cost proposals which includes a final revised cost proposal for all Project-related costs for the revised termination date, and a cost proposal specifically addressing the termination settlement costs only.

13.1 Construction Manager’s Deliverables

The Construction Manager shall provide all Project-related documents and correspondence required as part of the Scope of Work. Project-related documents shall be described, listed, and identified as part of the final revised cost proposal. Project-related documents shall include all documents that are in complete and final form and which have been accepted as complete by the Department, or documents in draft and/or incomplete form for those deliverables, which are in progress by the Construction Manager and have not been accepted as complete. All documents shall be received and accepted before the settlement cost invoice is paid.

13.2 Invoice Submittal

Separate final invoices for Project-related costs and termination settlement costs shall be submitted no later than 30 Calendar Days after the date the Construction Manager is notified of acceptance of the final cost proposals by the Contract Manager. The invoice for termination settlement costs shall include the following, to the extent they are applicable: lease termination costs for equipment and facilities approved under the terms of this Preconstruction Services Contract; equipment salvage costs for equipment valued over \$500.00; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses (e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Preconstruction Services Contract), indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

13.3 Termination Issues for Subcontractors, Suppliers, and Service Providers

The Construction Manager shall notify any Subcontractor and service or supply vendor providing services under this Preconstruction Services Contract of the early termination date of this Preconstruction Services Contract. Failure to notify any Subcontractor and service or supply vendor shall result in the Construction Manager being liable for the termination costs incurred by any Subcontractor and service or supply vendor for Work performed under this Preconstruction Services Contract, except those specifically agreed to in the termination notice to the Construction Manager.

13.4 Cost Principles

Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Preconstruction Services Contract terminations.

13.5 Dispute Resolution

Disputes under early termination conditions shall be resolved in accordance with Section 12.

13.6 Audit Review

Audit review procedures shall be in accordance with Section 15.

13.7 Construction Manager Claims

The Construction Manager agrees to release the Department from any and all further Claims for services performed arising out of this Preconstruction Services Contract or its early termination, upon acceptance by the Construction Manager of payment in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Preconstruction Services Contract.

14. NON-DISCRIMINATION AND STATEMENT OF COMPLIANCE

- 14.1 During the performance of this Preconstruction Services Contract, the Construction Manager and its Subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Construction Manager and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Construction Manager and Subcontractors shall comply with the provision of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Preconstruction Services Contract by reference and made a part hereof as if set forth in full. The Construction Manager 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.
- 14.2 The Construction Manager shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform Work under this Preconstruction Services Contract.
- 14.3 The Construction Manager's signature to this Preconstruction Services Contract and dated shall

constitute a certification under penalty of perjury under the laws of the State that the Construction Manager has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

15. RETENTION OF RECORD/AUDITS; REVIEW PROCEDURES

- 15.1 For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Preconstruction Services Contract pursuant to Government Code Section 8546.7, the Construction Manager, Subcontractors, and the Department shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Preconstruction Services Contract, including but not limited to, the costs of administering the Preconstruction Services Contract. All parties shall make such materials available at their respective offices at all reasonable times during the Preconstruction Services Contract period and for three (3) years from the date of final payment under the Preconstruction Services Contract. The Department, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Construction Manager that are pertinent to the Preconstruction Services Contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- 15.2 Any dispute concerning a question of fact arising under an interim or post audit of this Preconstruction Services Contract that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director of Audits and Investigation (Chairperson); Deputy Director of Project Delivery; the Director of Legal Services or their designated alternates. Additional members or their alternates may serve on the ARC.
- 15.3 Not later than 30 days after issuance of an interim or final audit report, the Construction Manager may request a review by the ARC of unresolved audit issues. The request for review shall be submitted in writing to the Chairperson of the ARC. The request shall contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the Chief Deputy Director or their designated alternate. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.
- 15.4 Neither the pendency of a dispute nor its consideration by Department will excuse the Construction Manager from full and timely performance, in accordance with the terms of this Preconstruction Services Contract.

16. SUBCONTRACTING

- 16.1 Nothing contained in this Preconstruction Services Contract or otherwise, shall create any contractual relation between the State and any Subcontractors, and no subagreement shall relieve the Construction Manager of its responsibilities and obligations hereunder. The Construction Manager agrees to be as fully responsible to the State for the acts and omissions of its Subcontractors and of Persons either directly or indirectly employed by any of them as it is for the acts and omissions of Persons directly employed by the Construction Manager. The Construction Manager's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to

the Construction Manager.

- 16.2 The Construction Manager shall perform the Work contemplated with resources available within its own organization and no portion of the Work shall be Subcontracted without written authorization by the Contract Manager, except that which is expressly identified in the Construction Manager's Cost Proposal.
- 16.3 Contractor shall pay its Subcontractors within 10 Calendar Days from receipt of each payment made to the Construction Manager by the State.
- 16.4 Any substitution of Subcontractors shall be approved in writing by the Contract Manager in advance of assigning Work to a substitute Subcontractor.

17. EQUIPMENT PURCHASE

- 17.1 Prior authorization in writing by the Contract Manager shall be required before the Construction Manager enters into any non-budgeted purchase order or subagreement exceeding \$500.00 for supplies, equipment, or Construction Manager services. The Construction Manager shall provide an evaluation of the necessity or desirability of incurring such costs.
- 17.2 For purchase of any item, service or consulting work not covered in the Construction Manager's Cost Proposal and exceeding \$500.00, with prior authorization by the Contract Manager, three (3) competitive quotations shall be submitted with the request or the absence of bidding shall be adequately justified.
- 17.3 The Construction Manager shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Preconstruction Services Contract. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000.00 or more. In addition, theft-sensitive items of equipment costing less than \$5,000.00 shall be inventoried. A copy of the inventory record shall be submitted to the Department on request by the Department.
- 17.4 At the conclusion of the Preconstruction Services Contract or if the Preconstruction Services Contract is terminated, the Construction Manager may either keep the equipment and credit the Department in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State procedures, and credit the State in an amount equal to the sales price. If the Construction Manager elects to keep the equipment, fair market value shall be determined, at the Construction Manager's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the Department and the Construction Manager. If it is determined to sell the equipment, the terms and conditions of such sale shall be approved in advance by the Department.
- 17.5 Title 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the Project.

18. INSPECTION OF WORK

The Construction Manager and any Subcontractors shall permit the Department and the FHWA to review and inspect the Project activities at all reasonable times during the performance period of this Preconstruction Services Contract including review and inspection daily.

19. SAFETY

- 19.1 The Construction Manager shall comply with OSHA regulations applicable to the Construction Manager regarding necessary safety equipment or procedures. The Construction Manager shall comply with safety instructions issued by the District Safety Officer and other State representatives. The Construction Manager's personnel shall wear white hard hats and orange safety vests at all times while working on the construction Project site.
- 19.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the Project and are open to public traffic, the Construction Manager shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Construction Manager shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 19.3 The Construction Manager or Subcontractor(s) shall have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in California Labor Code Sections 6500 and 6705, before the initiation of any practice, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

20. INSURANCE

The Construction Manager shall furnish to the Department, certificates of insurance for the minimum coverage set forth below. The Construction Manager shall be fully responsible for all policy deductibles and any self-insured retention. All insurance shall be with an insurance company with an A.M. Best's Financial Strength Rating of A- or better with a Financial Size Category of VI or better. The required insurance shall be provided by carriers authorized or approved to do business in California.

20.1 Types and Amount of Coverage

- a) Workers Compensation (statutory) and Employers Liability Insurance shall meet the following requirements:
- i. \$1,000,000 for bodily injury for each accident.
 - ii. \$1,000,000 policy limit for bodily injury by disease.
 - iii. \$1,000,000 for each employee for bodily injury by disease.
 - iv. If there is an exposure injury to the Construction Manager's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - v. If Work is performed on State owned or controlled property, the policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided in addition to the certificate of insurance.
- b) Commercial General Liability insurance shall meet the following requirements:
- i. \$1,000,000 per occurrence.
 - ii. \$2,000,000 products completed operations aggregate.
- c) \$2,000,000 general aggregate which shall apply separately to the Construction Manager's Work under this Preconstruction Services Contract by evidencing a per project aggregate endorsement separately attached to the certificate of insurance.

any coverage requirements for Subconsultants, the Construction Manager shall be responsible for ensuring sufficient insurance coverage for all Work performed under the Preconstruction Services Contract, including the Work of Subconsultants.

21. OWNERSHIP OF DATA

- 21.1 Upon completion of all Work under this Preconstruction Services Contract, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Preconstruction Services Contract shall automatically be vested in the Department and no further agreement will be necessary to transfer ownership to the Department. The Construction Manager shall furnish the Department all necessary copies of data needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings, and specifications, whether in hardcopy or machine-readable form, are intended for one-time use in the construction of the Project for which this Preconstruction Services Contract has been entered into.
- 21.3 The Construction Manager is not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by the Department of the machine readable information and data provided by the Construction Manager under this Preconstruction Services Contract; further, the Construction Manager is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the Department of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, excepting only such use as may be authorized, in writing, by the Construction Manager.

22. CLAIMS FILED BY DEPARTMENT'S CONSTRUCTION CONTRACTOR

- 22.1 The provisions of Sections 22.2 through 22.4 only apply in the event that the Department and Construction Manager do not reach agreement on a price and the Department awards a construction contract for the delivery of the Project through an open bid process per Section 35 to an entity other than the Construction Manager.
- 22.2 If claims are filed by the Department's construction contractor relating to Work performed by the Construction Manager's personnel and additional information or assistance from the Construction Manager's personnel is required in order to evaluate or defend against such claims, the Construction Manager agrees to make its personnel available for consultation with the Department's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- 22.3 The Construction Manager's personnel that the Department considers essential to assist in defending against construction contractor claims shall be made available on reasonable notice from the Department. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the Construction Manager's personnel services under this Preconstruction Services Contract.
- 22.4 Services of the Construction Manager's personnel in connection with the Department's construction contract claims shall be performed pursuant to a written supplement, if necessary, extending the termination date of this Preconstruction Services Contract in order to finally resolve the claims.

23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to the Department's operations, which is designated confidential by the Department and made available to the Construction Manager in order to carry out this Preconstruction Services Contract, shall be protected by the Construction Manager from unauthorized use and disclosure.
- 23.2 Permission to disclose information on one occasion or public hearing held by the Department relating to this Preconstruction Services Contract shall not authorize the Construction Manager to further disclose such information or disseminate the same on any other occasion.
- 23.3 The Construction Manager shall not comment publicly to the press or any other media regarding this Preconstruction Services Contract or the Department's actions on the same, except to the Department's staff, Construction Manager's own personnel involved in the performance of this Preconstruction Services Contract, at public hearings, or in response to questions from a Legislative committee.
- 23.4 The Construction Manager shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Preconstruction Services Contract without prior review of the contents thereof by the Department and receipt of the Department's written permission.
- 23.5 All information related to the construction estimate is confidential and shall not be disclosed by the Construction Manager to any entity, other than the Department.
- 23.6 Subject to the California Records Act (California Government Code §§ 6250 et seq.), the Department has taken measures to protect the confidentiality of the negotiations related to the construction estimate. Every Person involved in the process shall sign a confidentiality and nondisclosure agreement. However, under no circumstances will the Department be responsible or liable to the Construction Manager or any other party as a result of disclosing any materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of Department or its respective officers, employees, contractors, or consultants.
- 23.7 In the event Department is requested to disclose any of the materials identified by the Construction Manager as confidential, Department will promptly notify the Construction Manager so that the Construction Manager may seek a protective order or other appropriate remedy. If the Construction Manager wishes to protect the materials from disclosure, the Construction Manager shall seek court protection immediately on an emergency basis. In the event that such protective order or other remedy is not sought by the Construction Manager within seven (7) days after the Construction Manager receives notice from Department, Department will be free to release the requested information. Department will consider the Construction Manager to have waived any claim of confidentiality and exemption from public disclosure for any materials not identified as confidential. Construction Managers are advised to consult with their legal counsel regarding the scope and provisions of the Public Records Act.

24. EVALUATION OF CONSTRUCTION MANAGER

The Construction Manager's performance will be evaluated by the Department. A copy of the evaluation will be sent to the Construction Manager for comments. The evaluation, together with the comments, shall be retained by the Department.

25. DEBARMENT AND SUSPENSION CERTIFICATION

The Construction Manager's signature to this Preconstruction Services Contract shall constitute a certification under penalty of perjury under the laws of the State that the Construction Manager or any Person associated therewith in the capacity of owner, partner, director, officer, or manager:

- a) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
- b) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years.
- c) Does not have a proposed debarment pending.
- d) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any exceptions to this certification shall be disclosed to the Department. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures shall indicate the party to whom the exceptions apply the initiating agency, and the dates of agency action.

26. CONFLICT OF INTEREST

- 26.1 During the term of this Preconstruction Services Contract, the Construction Manager shall disclose any financial, business, or other relationship with Department that may have an impact upon the outcome of this Preconstruction Services Contract or any ensuing Department construction project. The Construction Manager shall also list current clients who may have a financial interest in the outcome of this Preconstruction Services Contract or any ensuing Department construction project which will follow.
- 26.2 The Construction Manager hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Preconstruction Services Contract.
- 26.3 Except for Subcontractors whose services are limited to providing surveying or materials testing information, no Subcontractor who has provided design services in connection with this Preconstruction Services Contract shall be eligible to bid on any contract to provide construction inspection for any construction project resulting from this Preconstruction Services Contract.

27. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Construction Manager warrants that this Preconstruction Services Contract was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any Department agency employee. For breach or violation of this warranty, the Department shall have the right, in its discretion, to terminate this Preconstruction Services Contract without liability, to pay only for the value of

the Work actually performed, or to deduct from this Preconstruction Services Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

28. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

The Construction Manager certifies, to the best of his or her knowledge and belief, that:

- a) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Construction Manager, to any Person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, 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 Preconstruction Services Contract, grant, loan, or cooperative agreement, the Construction Manager shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) 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 \$10,000.00 and not more than \$100,000.00 for each such failure.
- d) The Construction Manager also agrees by signing this Preconstruction Services Contract that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

29. COMPLIANCE WITH REGULATIONS

The Construction Manager shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the U.S. Department of Transportation – Title 49 Code of Federal Regulations Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no Person in the State shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

30. NON-DISCRIMINATION

The Construction Manager, with regard to the Work performed by it during the Preconstruction Services Contract shall act in accordance with Title VI. Specifically, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Construction Manager shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5

of the U.S. DOT's Regulations, including employment practices when the Preconstruction Services Contract covers a program whose goal is employment.

31. SOLICITATIONS FOR SUBAGREEMENTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding or negotiation made by the Construction Manager for Work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Construction Manager of the Construction Manager's obligations under this Preconstruction Services Contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

32. INFORMATION AND REPORTS

The Construction Manager shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Department or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Construction Manager is in the exclusive possession of another who fails or refuses to furnish this information, the Construction Manager shall so certify to the Department, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

33. SANCTIONS FOR NONCOMPLIANCE

In the event of the Construction Manager's noncompliance with the nondiscrimination provisions of this Preconstruction Services Contract, the Department shall impose such Preconstruction Services Contract sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to the Construction Manager under the Preconstruction Services Contract until the Construction Manager complies, and/or
- b) Cancellation, termination or suspension of the Preconstruction Services Contract, in whole or in part.

34. DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

The Construction Manager shall include the provisions of Sections 34.1 through 34.5 in every subagreement, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Construction Manager will take such action with respect to any Subcontractor or procurement as the Department or any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Construction Manager becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Construction Manager may request the Department to enter into such litigation to protect the interest of the State, and, in addition, the Construction Manager may request the United States to enter into such litigation to protect the interests of the United States.

34.1 Disadvantaged Business Enterprise (DBE) Participation

- a) This Preconstruction Services Contract is subject to Title 49, Part 26 of the Code of Federal Regulations entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Contractors who obtain DBE participation on this Preconstruction Services Contract will assist the State in meeting its federally mandated statewide overall DBE goal.
- b) DBE and other small businesses, as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds. The Construction Manager, sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Preconstruction Services Contract. The Construction Manager shall carry out applicable requirements of 49 CFR part 26 in the award and administration of US DOT-assisted agreements. Failure by the Construction Manager to carry out these requirements is a material breach of this Preconstruction Services Contract, which may result in the termination of this Preconstruction Services Contract or such other remedy as the recipient deems appropriate.
- c) As required by federal law, the Department has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all Federal-aid contracts.
- d) Construction Manager shall submit ADM 0227F, Disadvantaged Business Enterprise (DBE) Participation as required by the Department (form to be provide by Department).
- e) The Construction Manager shall notify the Contract Manager, in writing, of any changes to its anticipated DBE participation. This notice shall be provided before starting that portion of the Work.

34.2 Performance of DBE Contractors, and Other DBE Subcontractors/Suppliers

- a) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Preconstruction Services Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- b) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Preconstruction Services Contract with its own work force, or the DBE subcontracts a greater portion of the Work of the Preconstruction Services Contract than would be expected on the basis of normal industry practice for the type of Work involved, presume that it is not performing a commercially useful function.

34.3 Exclusion of Retention

In conformance with 49 CFR, Part 26, Subpart B, Section 26.29 (b)(1), the retention of proceeds required by Public Contract Code (“PCC”), Section 10261 shall not apply. In conformance with PCC, Section 7200 (b), in Subcontracts between the Construction Manager and a Subcontractor and in Subcontracts between a Subcontractor and any Subcontractor thereunder, retention proceeds shall not be withheld, and the exceptions provided in PCC 7200 (c), shall not apply. At the option of the Construction Manager, Subcontractors may be required to furnish payment and performance bonds issued by an admitted surety insurer.

34.4 DBE Records

- a) The Construction Manager shall maintain records of materials purchased and/or supplied from all subagreements entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of Work performed by their own forces along with the corresponding dollar value of the Work.
- b) Upon completion of the Preconstruction Services Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report- Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F and certified correct by the Construction Manager or the Construction Manager's authorized representative and shall be furnished to the Contract Manager. The form shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Construction Manager when a satisfactory Final Report Utilization of Disadvantaged Business Enterprises (DBE) is submitted to the Contract Manager.

34.5 DBE Certification and De-Certification Status

If a DBE Subcontractor is decertified during the life of the Preconstruction Services Contract, the decertified Subcontractor shall notify the Construction Manager in writing with the date of decertification. If a Subcontractor becomes a certified DBE during the life of the Preconstruction Services Contract, the Subcontractor shall notify the Construction Manager in writing with the date of certification. Any changes shall be reported to the Contract Manager within 30 days.

35. NEGOTIATION OF CONTRACT FOR CONSTRUCTION SERVICES

- 35.1 Subject to Section 35.6 and provided that (a) this Preconstruction Services Contract remains in effect and has not been terminated; (b) the Construction Manager is not in default under this Preconstruction Services Contract, (c) no event has occurred that, with the giving of notice or expiration of a cure period, would constitute a default under this Preconstruction Services Contract, (d) the Construction Manager has satisfactorily performed the Work under this Preconstruction Services Contract, and (e) the Construction Manager remains eligible to construct the Project and the Construction Manager has assumed overall responsibility for ensuring that the preconstruction of the Project is completed in a satisfactory manner, the Construction Manager shall have the right to negotiate with the Department for a contract for construction of the Project or, as directed by the Department, in its sole discretion, a portion thereof.
- 35.2 Subject to Section 35.1 and as more particularly described in Exhibit B, "Scope of Services," the Construction Manager shall provide a Proposed Price to the Department when the Department determines, in its sole discretion, that design for the Project, or a portion thereof, is sufficiently finalized to enable a determination of the provable cost of the Project or portion thereof. The Proposed Price for the Project, or a portion thereof, shall be in the form specified in, and comply with the requirements of, Exhibit B. The Construction Manager's Proposed Price shall include all relevant information necessary to fully support the bid. The Construction Manager shall meet with the Department and other entities and stakeholders identified by the Department, which may include the Department's designer, the independent cost estimator and others, to review the Construction Manager's Proposed Price and, as directed by the Department, negotiate a contract for construction

of the Project or a portion thereof (Construction Contract). The price and negotiation process for a Construction Contract shall be undertaken in a manner consistent with the provisions of Exhibit B and this Preconstruction Services Contract. The negotiations between the parties hereof concerning a Construction Contract shall be on an open book basis (including allowing the Department to review all underlying assumptions, documents, and data associated with pricing and financial terms). It is the express intent of the parties hereto that the Department shall be provided such information as is necessary, in the Department's sole discretion, to satisfy the Department as to the reasonableness of the amount and that the Construction Manager's pricing and other financial terms for construction are fair and reasonable.

- 35.3 Subject to Section 35.6, and no later than 30 days from the post-negotiation of the Construction Contract, the Construction Manager shall:
- a) Notify Department in writing of the name and address of its agent for service of legal process for this Project. The Construction Manager shall not change this authorized agent without prior written notice to Department.
 - b) Notify Department in writing of the Construction Manager's Federal Internal Revenue Service Employer Identification Number.
 - c) Provide evidence that the Construction Manager and Key Personnel hold all qualifications and licenses for the performance of the Scope of Work.
 - d) Deliver drafts of the deliverables for final award for review and preapproval by Department prior to delivery, as identified in Section 35.
- 35.4 Delivery by the Construction Manager of (a) Payment Bond in an amount equal to 100 percent of the Agreed Price; (b) Performance Bond in an amount equal to 50 percent of the Agreed Price; (c) evidence of insurance in the forms, coverages and amounts set forth in the Construction Contract; (d) evidence of authority to execute the Construction Contract as a valid, binding, and enforceable agreement with respect to the Construction Manager; and (e) such other items and documents as are requested by the Department shall also be required and shall be conditions of execution and award of a Construction Contract.
- 35.5 The Department and the Construction Manager recognize that for federally-funded projects, project authorization shall be obtained from FHWA before execution and delivery of a Construction Contract, that FHWA will require, as a critical prerequisite to issuance of project authorization, assurance that a price reasonableness process in accordance with 23 CFR § 636.302 was followed, and that the Construction Contract includes appropriate terms and conditions regarding pricing, payment, change orders, and audit rights, as well as assurance regarding compliance with requirements applicable to federal-aid contracts. Completion of the price reasonableness process and authorization from FHWA are conditions precedent for the Department to enter into any Construction Contract with the Construction Manager. As a further condition precedent for the Department to enter into any Construction Contract with the Construction Manager, the Construction Manager shall have provided such additional information as the Department requests and shall have otherwise cooperated with the Department so as to allow the Department, in its sole discretion, to make a determination that the pricing and other financial terms of the Construction Contract are fair and reasonable.
- 35.6 If negotiations for a Construction Contract are not successful and the Proposed Price, Scope of Work, or other terms and conditions of a Construction Contract are not acceptable to the Department, in its sole discretion, the Department reserves the right to terminate negotiations with the Construction Manager and place the Project, or a portion thereof, for open bid in accordance with the State Contract Act or otherwise deliver the Project, or a portion thereof, in such manner as the Department, in its sole discretion, determines. In this case, the Construction Manager will be compensated for the

services pursuant to the terms of this Preconstruction Services Contract and the Department shall have no further obligations or liabilities to the Construction Manager. If the Department uses the open bid process, the Construction Manager shall not be entitled to bid on the Project, or the portion thereof, through the open bid procedure.

- 35.7 This Preconstruction Services Contract does not obligate the Department to enter into any subsequent agreement(s) for construction or construction services for the Project. In addition, the Department reserves the right, in its sole discretion, to not construct the Project, or any portion thereof. Any construction contract related to the Project, or a portion thereof, will be awarded in accordance with the State Contract Act.
- 35.8 The specific form of a Construction Contract for the Project, or a portion thereof, shall be negotiated in connection with the process as described herein. Notwithstanding the foregoing, except as otherwise agreed to or required by the Department, in its sole discretion, the provisions set forth in FHWA 1273 (Revised May 1, 2012) Required Contract Provisions Federal-Aid Construction Contract shall be incorporated into the Construction Contract and apply to the construction of the Project.
- 35.9 The Construction Manager shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment.
- a) The Construction Manager shall notify all potential subcontractors and suppliers of his/her equal employment opportunity (EEO) obligations under each Construction Contract.
 - b) DBEs, as defined in 49 CFR Part 23 shall have equal opportunity to compete for and perform Subcontracts which the Construction Manager enters into pursuant to a Construction Contract. The Construction Manager shall use his best efforts to solicit bids from and to use DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBEs construction firms from the Department.
 - c) The Construction Manager shall use its best efforts to ensure Subcontractor compliance with their EEO obligations.
- 35.10 The Construction Manager shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of each Construction Contract Work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the FHWA. The records kept by the Construction Manager shall document the following:
- a) The number of minority and non-minority group members and women employed in each work classification on the Project.
 - b) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women.
 - c) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
 - d) The progress and efforts being made in securing the services of DBE Subcontractors or Subcontractors with meaningful minority and female representation among their employees.

36. INCLUSION OF PROVISIONS IN SUBCONTRACTS

Each Subcontract shall include terms and conditions sufficient to ensure compliance by the Subcontractor with all applicable requirements of the Preconstruction Services Contract and shall include provisions addressing the following requirements and any other terms that are specifically required by the

Preconstruction Services Contract to be included therein. Each Subcontract shall include terms that are substantially similar to those terms, as applicable, required by Section 6, Section 7, Section 8, Section 15, Article 16, Article 17, Section 19, Section 21, Section 22, Section 23, Section 26, and Section 34.

37. MISCELLANEOUS PROVISIONS

37.1 Amendments

The Preconstruction Services Contract may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

37.2 Time is of Essence

Time is of the essence for this Preconstruction Services Contract.

37.3 Waiver

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Preconstruction Services Contract at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition, or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any term, covenant, or condition of the Preconstruction Services Contract shall be valid unless in writing and signed by the party providing the waiver.

37.4 Independent Contractor

Construction Manager is an independent contractor, and nothing contained in the Preconstruction Services Contract shall be construed as constituting any relationship with Department other than that of Project owner and independent contractor. In no event shall the relationship between Department and Construction Manager be construed as creating any relationship whatsoever between Department and any of Construction Manager's employees. Neither Construction Manager nor any of its employees is or shall be deemed to be an employee of Department. Except as otherwise specified in the Preconstruction Services Contract, Construction Manager has sole authority and responsibility to employ, discharge, and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors, and for all other Persons that Construction Manager or any Subcontractor hires or engages to perform or assist in performing the Scope of Work.

37.5 Successors and Assigns

The Preconstruction Services Contract shall be binding upon and inure to the benefit of Department and Construction Manager and their permitted successors, assigns and legal representatives. Construction Manager shall not otherwise sublet, transfer, assign, or dispose of any portion of Preconstruction Services Contract, or delegate any of its duties hereunder, except with Department's prior approval. Construction Manager's assignment or delegation of any of its Scope of Work under the Preconstruction Services Contract shall be ineffective to relieve Construction Manager of its responsibility for the Scope of Work assigned or delegated, unless Department, in its sole discretion, has approved such relief from responsibility. Any assignment of money shall be subject to all proper set-offs and withholdings in favor of Department and to all deductions provided for in Preconstruction Services Contract. No partner, joint venturer, member, or shareholder of Construction Manager may assign, convey, transfer, pledge, mortgage, or otherwise encumber its ownership interest in Construction Manager without the prior approval of Department, in Department's sole discretion. Department may assign all or part of its right, title, and interest in and to Preconstruction Services Contract, including rights with respect to the Payment and Performance Bond, any Guaranty and any other performance security provided, to any Person with the prior

written approval of Construction Manager.

37.6 Survival

Construction Manager's representations and warranties, the dispute resolution provisions contained in Section 12, and all other provisions which by their inherent character should survive termination of the Preconstruction Services Contract, shall survive the termination of Preconstruction Services Contract.

37.7 Limitation on Third-Party Beneficiaries

It is not intended by any of the provisions of the Preconstruction Services Contract to create any third-party beneficiary hereunder, or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. Except as otherwise provided, the duties, obligations and responsibilities of the parties to the Preconstruction Services Contract with respect to third parties shall remain as imposed by law. The Preconstruction Services Contract shall not be construed to create a contractual relationship of any kind between Department and a Subcontractor or any other Person except Construction Manager.

37.8 No Personal Liability

Department's authorized representatives are acting solely as agents and representatives of Department when carrying out the provisions of or exercising the power or authority granted to them under the Preconstruction Services Contract. They shall not be liable either personally or as employees of Department for actions in their ordinary course of employment. No agent, consultant, officer, or employee of Department shall be personally responsible for any liability arising under Preconstruction Services Contract.

37.9 Notices and Communications

Notices under the Preconstruction Services Contract shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by via telephone communication followed by a hardcopy or with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person). All correspondence with Construction Manager shall be sent to Construction Manager's Project Manager or as otherwise directed by such Project Manager. The address for such communications shall be:

Department of Transportation
703 B Street
Marysville, CA 95901
Attn: Clark A. Peri
Telephone: (916) 825-8168

American River Constructors A Joint Venture
4001 Bradshaw Road
Sacramento, CA 95827
Attn: George Delano
Telephone: (916) 825-5835

In addition, copies of all notices regarding disputes, termination, and default notices shall be delivered to the following Persons:

Department of Transportation
1120 N Street, MS-57
Sacramento, CA 95814
Attn.: Jeffrey Lovell
Telephone: (916) 654-2630

American River Constructors A Joint Venture
585 W. Beach Street
Watsonville CA 95827
Attn: James A. Radich
Telephone: (916) 574-5032

37.10 Further Assurances

Construction Manager shall promptly execute and deliver to Department all such instruments and other documents and assurances as are reasonably requested by Department to further evidence the obligations of Construction Manager hereunder, including assurances regarding assignments of Subcontractors contained herein.

37.11 Severability

If any clause, provision, section, or part of Preconstruction Services Contract is ruled invalid by a court of competent jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to Preconstruction Services Contract to account for any change in the Scope of Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of Preconstruction Services Contract, which shall be construed and enforced as if Preconstruction Services Contract did not contain such invalid or unenforceable clause, provision, section, or part.

37.12 Headings

The captions of the sections of the Preconstruction Services Contract are for convenience only and shall not be deemed part of Preconstruction Services Contract or considered in construing Preconstruction Services Contract.

37.13 Governing Law

The Preconstruction Services Contract shall be governed by and construed in accordance with the law of the State, without regard to conflict of law principles.

37.14 Limit of Liability

Notwithstanding anything to the contrary contained herein, the State's liability for payment extends only to the amount actually appropriated for the purpose of the Project.

37.15 Entire Agreement

The Preconstruction Services Contract contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations, and negotiations between the parties with respect to its subject matter.

37.16 Counterparts

This instrument may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

SIGNATURES TO FOLLOW

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

DIRECTOR:

Date: Jan 12, 2021

By: [Signature]
Authorized Signature

APPROVED AS TO FORM AND EXECUTION:

Date: January 8, 2021

By: [Signature]
Jeffrey V. Lovell, Deputy Attorney

CONSTRUCTION MANAGER

By: AMERICAN RIVER CONSTRUCTORS A JOINT VENTURE

By: [Signature]

Name: James A. Radich

Title: Senior Vice President

Date: 12.24.20, 2020



Contractor License No.: 1067888

0

Public Works Contractor Registration Number: 1000660983

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EXHIBIT A – ABBREVIATIONS AND DEFINITIONS

A-1 Abbreviations

A-2 Definitions

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Exhibit A – Abbreviations and Definitions

A.1 Abbreviations

ARC	Audit Review Committee
CCRC	Construction Manager Claims Review Committee
CFR	Code of Federal Regulations
CMGC	Construction Manager/General Contractor
DBE	Disadvantaged Business Enterprise
FHWA	Federal Highway Administration, U.S. Department of Transportation
ICE	Independent Cost Estimator
OSHA	Occupational Safety and Health Administration
WBS	Work Breakdown Structure

A.2 Definitions

Term	Definition
Agreed Price	Negotiated price between Department and Construction Manager for construction of the Project or portion thereof.
Business Day(s)	Day on which Department is officially open for business.
Calendar Day(s)	Every day shown on the calendar, beginning and ending at midnight.
Caltrans	The California Department of Transportation.
Claim	A separate demand by Construction Manager for (a) a time extension which is disputed by Department, or (b) payment of money or damages arising from work done by or on behalf of Construction Manager in connection with the Contract which is disputed by Department. A Claim will cease to be a Claim upon resolution thereof, including resolution by delivery of a change order or Contract amendment signed by all parties.
Construction Contract	The written agreement between the Department and the Construction Manager setting forth the obligations of the parties with respect to the construction of the Project or portion thereof, including the performance of the Work, the furnishing of labor, equipment, and materials, and the basis of payment.
Construction Manager	The meaning set forth in the first page of the Preconstruction Services Contract.
Construction Manager/General Contractor Program	The State's construction manager/general contractor program codified in California Public Contract Code §6700 <i>et seq.</i>
Construction Manager's Project Manager	The Person designated by Construction Manager to supervise the Project and to receive delivery of notices to Construction Manager per <u>Section 1.1</u> .
Contract	Depending on the context, (a) the Preconstruction Services Contract, or (b) the Construction Contract.

Term	Definition
Contract Documents	The term “Contract Documents” shall mean this Preconstruction Services Contract including all exhibits thereto.
Contract Manager	Department’s representative as identified in <u>Section 1.1</u> .
Cost Proposal	Construction Manager’s proposed reimbursement rates as described in <u>Section 5.1</u> and attached as <u>Exhibit C</u> for performing the Work under this Preconstruction Services Contract.
Day(s) or day(s)	Shall mean Calendar Days unless otherwise specified, provided that if the date to perform any act or give any notice specified in the Contract Documents (including the last date for performance or provision of notice “within” a specified time period) falls on a non-Business Day, such act or notice may be timely performed on the next succeeding day which is a Business Day.
Department	The Department of Transportation of the State of California, as created by law.
Director	The Director of the California Department of Transportation, or the chief executive of the department or agency constituted for administration of the Work within its jurisdiction.
Disadvantaged Business Enterprise	A for profit small business concern as defined in 49 CFR Part 26.
Holidays	Those days designated as State holidays in the Government Code.
Independent Cost Estimate (ICE) or Independent Cost Estimator (ICE)	A cost estimate used to validate the construction cost at each predefined pricing milestone during the preconstruction phase of the project and at the time the CMGC Contractor submits their price proposal. This cost estimate is prepared by an independent third party contracted by the Department. Or alternately the Independent Cost Estimator that prepares the Independent Cost Estimate.
Key Personnel	The Persons listed in the Statement of Qualifications, subject to revision in accordance with the Contract.
Person(s)	Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, or Governmental Person, including Department.
Preconstruction Services Contract	This written agreement between the Department and the Construction Manager setting forth the obligations of the parties with respect to the performance of certain services during the design phase, including scheduling, pricing, and phasing to assist the Department to design a more constructible Project.
Project	American River Bridge Rehabilitation Project and all other Work product to be provided by Construction Manager in accordance with the Contract Documents.
Proposed Price	Price submitted to Department by Construction Manager for construction of the Project or portion thereof.

Term	Definition
Proposer	The entity, comprised of an individual, person, proprietorship, firm, partnership, professional corporation, business association, corporation, joint venture, combination thereof, or other legal entity however organized, participating in the procurement process for the Project.
Scope of Work, Work	All duties and services to be furnished and provided by Construction Manager as required by the Contract Documents, including the administrative, quality control, quality assurance, procurement, legal, professional, manufacturing, supply, installation, supervision, management, testing, verification, labor, materials, equipment, documentation and all other efforts necessary or appropriate to complete the Scope of Work contained in <u>Exhibit B</u> except for those efforts which the Contract specify will be performed by Department or other Persons. In certain cases the term is also used to mean the products of the Work.
State	The State of California acting through its elected officials and their authorized representative, or the State of California in the geographic sense, depending on the context.
Subcontract	Any subcontract to perform any part of the Work or provide any Materials, equipment or supplies for any part of the Work between Construction Manager and a Subcontractor, or between any Subcontractor and its lower tier Subcontractor, at any tier.
Subcontractor or Subconsultant	Any Person with whom Construction Manager has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier.
Work	See “Scope of Work” definition above.
Work Breakdown Structure	A deliverable-oriented grouping of Project components that organizes and defines the total scope of the Project. The Department’s standard WBS is included in the Caltrans <i>Guide to Project Delivery Workplan Standards</i> , which can be found at: https://dot.ca.gov/programs/project-management/workplan-standards-guide .

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EXHIBIT B – SCOPE OF WORK

EXHIBIT B - SCOPE OF WORK

1 INTRODUCTION

As a Project team member, the Construction Manager shall provide input on schedule, phasing, constructability, materials availability, cost, etc. throughout the development of the Project. Construction Manager tasks shall include the following. All meetings are assumed to take place via virtual format using WebEx or similar format, or at Caltrans office located at 2379 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833 or 703 B Street, Marysville, CA 95901 unless otherwise noted.

2 PRECONSTRUCTION TASKS

The Construction Manager's tasks during the design phase include the following:

2.1 Task 1: Project Team Kickoff Workshop

The Construction Manager shall collaboratively work with the Contract Manager to plan, attend, and actively participate as a member of the Project team in the Project team kickoff workshop to be led by the Department. The Project team kickoff workshop may include discussion of the following:

1. Introduction to the Project, the CMGC delivery method, the partnering process, and the Project stakeholders.
2. Presentation of Project elements and the Project scope:
 - i. Project status, goals, objectives, etc.
 - ii. Project information, including relevant plans, specifications, studies, and reports.
3. Project schedule and major milestones:
 - i. Project team meetings
 - ii. Major Project activities
4. Identification of roles and responsibilities for the Project team:
 - i. Construction Manager/General Contractor Program team
 - ii. Project Development Team
 - iii. Construction Manager
 - iv. Independent Cost Estimator
5. Process for design input:
 - i. Innovation
 - ii. Project Engineer's needs
6. Communications protocol and plan.
7. Identification of change management process.
8. Initial discussions on:
 - i. Cost/pricing development
 - ii. Project risks identification

Assumptions: The Project Manager, Project Construction Manager, Lead Estimator, and other Key Personnel shall participate in one (1) Project team kickoff workshop to be held via virtual format using WebEx or similar format, or at Caltrans office located at 2379 Gateway Oaks Drive, Suite 150, Sacramento,

CA 95833 or 703 B Street, Marysville, CA 95901. The meeting will last up to eight (8) hours during the course of one (1) Business Day.

Deliverable: Participation in meeting.

2.2 Task 2: Initial Approach to Cost Meeting

The Construction Manager shall participate in a meeting with the Department and Independent Cost Estimator (ICE) to establish baseline production rate assumptions and various other input standards for formulation of future cost and schedule estimates. The purpose of this meeting is to establish like assumptions for construction means and methods, and to establish the plan to communicate changes in scope, quantity, and phasing between the Construction Manager and the ICE in order to affirm a consistent foundation for estimation. Refer to Section 4 for a more detailed description, definition, and delineation of the information to include as a part of the open-book cost estimates prepared for this Project.

The Construction Manager shall attend and actively participate in this meeting by:

- Directing an open discussion with the Department and the ICE regarding specific assumptions.
- Discussing cost/pricing development and process for design input, analysis, evaluation, and resolution of the Construction Manager's input into the design and specification development process.

Assumptions: The Project Manager, Project Construction Manager, Lead Estimator, and other Key Personnel (as requested/approved by the Contract Manager) shall participate in one (1) meeting to be held via virtual format using WebEx or similar format, or at Caltrans office located at 2379 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833 or 703 B Street, Marysville, CA 95901. The meeting will last up to eight (8) hours during the course of one (1) Business Day.

Deliverable: Establish and document ground rules for the open-book estimating practices, including assumptions, constraints/requirements, equipment rates, wages, escalation rates, direct and indirect costs, plugs, risks, and communication plan.

2.3 Task 3: Partnering

The Construction Manager shall participate in a partnering process among all members of the Project team. The partnering process shall take place during the entire length of this Preconstruction Services Contract. A facilitator shall be chosen by the Department.

Assumptions: The Project Manager, Project Construction Manager, and other Key Personnel (as requested/approved by the Contract Manager) shall attend up to three (3) partnering meetings. The partnering meetings will be held via virtual format using WebEx or similar format, or at Caltrans office located at 2379 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833 or 703 B Street, Marysville, CA 95901 with each partnering meeting lasting up to eight (8) hours during the course of one (1) Business Day.

Deliverable: Participation in meetings. Provide partnering workshop facilitator.

2.4 Task 4: Project Meetings and Document Review

The Construction Manager shall advise, assist, and provide written documentation relative to the following:

DESIGN RELATED

- Validate Department/Consultant Design
- Assist/Input to Department/Consultant Design
- Design Reviews
- Design Charrettes

SCHEDULE RELATED

- Validate Department/Consultant Schedules
- Prepare and Manage Project Schedules
- Develop Sequence of Design Work
- Construction Phasing

- Constructability Reviews
- Operability Reviews
- Regulatory Reviews
- Market Surveys for Design Decisions
- Verify/Take-off Quantities
- Assistance in Shaping the Scope of Work
- Feasibility Studies
- Risk Identification and Mitigation
- Maintenance of Traffic
- Staging Needs

COST RELATED

- Validate Department/Consultant Estimates
- Prepare Project estimates
- Cost/Benefit Engineering Reviews
- Early Award of Critical Bid Packages
- Life Cycle Cost Analysis
- Value Analysis/Engineering
- Material Selection and Cost Forecasting
- Cost Risk Analysis
- Cash Flow Projections/Cost Control

- Schedule Risk Analysis/Control

ADMINISTRATION RELATED

- 3rd Party Impact Avoidance & Reduction Strategies
- Prepare Document Control
- Coordinate Contract Documents
- Coordinate with 3rd Party Stakeholders
- Attend Public Meetings
- Biddability Reviews
- Subcontractor Bid Packaging
- Assist in Right of Way Acquisition/Validation
- Assist in Permitting Actions
- Study Labor Availability/Conditions
- Prepare Sustainability Certification Application
- Analyze Environmental Commitments/Permits
- Coordinate Site Visits for Subcontractors
- Project Meetings

The Construction Manager shall attend, participate in, and provide input in the form of written comments at the following milestone meetings, which may include:

- a) Intermediate Design Review Meeting (Design Milestone Meeting #1)
- b) Final Design Review Meeting (Design Milestone Meeting #2)
- c) Risk identification and resolution meetings: These meetings focus on identifying and documenting Project-specific risk, which includes risk definition, probability of occurrence, potential mitigation strategies (including consideration of CEQA and NEPA issues and mitigation strategies with the goal of an improved CEQA and FHWA NEPA documents), magnitude of cost and quantity impacts, and schedule impacts. These meetings shall assign risk ownership and document resolution. The Project Manager, Project Construction Manager, Lead Estimator, Environmental/Permit Manager, Traffic Manager, and other Key Personnel (as requested/approved by the Contract Manager) shall attend two (2) formal risk analysis meetings. Additional, non-formal, risk analysis meetings shall be held on various aspects of the Project, not all Construction Manager's team members may be necessary at all meetings.
- d) Project Cost Model and schedule development meetings: These meetings focus on establishing, modifying, and maintaining the production-based Cost Model so that assumptions, contingency, risk, and approach to the estimate are fully understood by the Project team. The meetings will also focus on developing the construction phase schedule. The Construction Manager shall develop four (4) Opinion of Probable Construction Cost estimates and attend four (4) of corresponding resolution meetings.
- e) Specifications development workshop(s): This meeting(s) focuses on clearly defining the Project-specific Work items and their methods of measurement and payment so that the Work items are fully understood by the Project team. The Project Manager, Project Construction Manager, Lead

Estimator, and other Key Personnel (as requested/approved by the Contract Manager) shall attend at least one (1) specifications development workshops.

- f) Project Development Team Meetings: This meeting focuses on current Project issues and project development tasks. The Project Manager and additional key personnel as appropriate with consultation with the Contract Manager shall participate in the meetings. The meetings will be held intermittently, held via virtual format using WebEx or similar format, or at Caltrans office located at 2379 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833 or 703 B Street, Marysville, CA 95901, and each meeting will last up to 2 hours. At least eight (8) PDT meetings should be expected.

The Construction Manager shall be given assignments and tasks for follow-up during the meetings, and a schedule for performing and completing such assignments and tasks. The Construction Manager shall be responsible to timely meet the commitments for response in a format acceptable to the Department (e.g., comment and resolution form, redlined drawings, written report, and electronic track changes) and within the time period directed by the Department, which, in determining such schedule, shall consider a deliverable's size and complexity. The Project team shall establish these expectations, assignments, and commitments at the Project team kickoff workshop and shall update and discuss the same regularly during Project meetings. Table 1 lists the review response period for the specified document types, measured from receipt by the Construction Manager of the applicable documents.

Table 1: Review Response Periods

Document	Review Response Period
Plan Sets (50 sheets or less)	Not to exceed 5 Business Days
Plan Sets (51 to 100 sheets)	Not to exceed 15 Business Days
Plan Sets (101 sheets or more)	Not to exceed 20 Business Days
Documents (10 pages or less)	Not to exceed 48 hours
Documents (10 pages or more)	Not to exceed five (5) Business Days
Verify meeting minutes	Not to exceed 24 hours

Deliverable: Providing input and participating in each meeting and following up on assigned tasks from each meeting.

2.5 Task 5: Risk Management

The Construction Manager shall identify, quantify, document, and implement Project and construction risks and risk avoidance, reduction, and mitigation strategies, and also monitor and provide written input into a Project risk register. The risk register will be maintained by the Department. The Construction Manager shall participate in the preparation, modifications, and maintenance of a risk register, and the Construction Manager shall continuously communicate its assumptions regarding impacts to risk as the design progresses.

Assumptions: The Project Manager, Project Construction Manager, Lead Estimator, and other Key Personnel (as requested/approved by the Contract Manager) shall attend two (2) formal risk analysis meetings. These meetings will be held via virtual format using WebEx or similar format, or at Caltrans office located at 2379 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833 or 703 B Street, Marysville, CA 95901. Additional, non-formal, risk analysis meetings shall be held on various aspects of the Project, not all Construction Manager's team members may be necessary at all meetings.

Deliverable: The Construction Manager shall submit written documentation for the risk register specifying the associated value, savings, and cost of risk avoidance, reduction, and mitigation strategies during each design milestone meeting, at a minimum.

The Construction Manager shall also submit, at the time of the Proposed Price, a report summarizing the decisions for risk elimination or reduction, and associated value of each decision in terms of cost and savings in direct relationship with its bid. Refer to Task 12 herein for further information regarding the Proposed Price.

2.6 Task 6: Innovation Management

The Construction Manager shall develop, propose, and track challenges and quantify benefits of innovations throughout the preconstruction phase, including proposing criteria to evaluate suggestions and select improvements that will offer the most value in terms of cost, schedule, and quality. The Construction Manager shall prepare, modify, and maintain an innovation register, which identifies the Person and entity that proposed the idea, the value of the idea (in terms of cost, savings, risk reduction/mitigation, and schedule impact), and which ideas were incorporated by the Project team into the final design and construction documents.

Assumptions: This is assumed to be a continuous process and no separate defined meeting is identified.

Deliverable: The Construction Manager shall submit written documentation for the innovation register of all suggested innovations during each design milestone meeting, at a minimum.

The Construction Manager shall also submit, at the time of the Proposed Price, a report that summarizes both the innovations considered and the innovations implemented. Refer to Task 12 herein for further information regarding the Proposed Price.

2.7 Task 7: Project Construction Schedule Development

The Construction Manager shall create and update Project preconstruction and construction schedules. The Project team will work together to create a baseline construction schedule, which will be updated, at a minimum, at design milestones of 30%, 60%, 95%, and final plans or as designated by the Department.

The Construction Manager shall provide a finalized construction schedule with its Proposed Price, which will be used to determine the number of working days for the Construction Contract.

The schedule shall include each Project phase and identify key milestones, deliverables, and dependencies, along with durations for design, preconstruction, procurement, construction management, and construction work. The Construction Manager shall also identify roles and responsibilities for each item of work represented in the schedule.

Assumptions: The Project Manager, Project Construction Manager and other Key Personnel (as requested/approved by the Contract Manager) shall participate in up to three (3) construction schedule development meetings to be held via virtual format using WebEx or similar format, or at Caltrans office located at 2379 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833 or 703 B Street, Marysville, CA 95901. The meeting(s) will last up to eight (8) hours during the course of one (1) Business Day.

Deliverable: The Construction Manager shall provide a detailed schedule(s) in (1) Microsoft Project or equal for pre-construction and (2) Primavera P6 for Windows or equal for construction, which shall be updated, at a minimum, at major design milestones designated by the Department as necessary. The schedule shall include a narrative report documenting key critical path elements of the schedule and the critical assumptions and/or decisions that may impact schedule adherence, including construction phasing or sequencing and long-lead items. The Construction Manager shall also include in the report any acceleration opportunities and the cost (or savings) and prerequisites thereof and the extent of the potential acceleration.

2.8 Task 8: Project Construction Cost Estimate Development

The Construction Manager shall develop and provide open-book, production-based construction cost estimates for the Project team's examination so that assumptions, contingency, risk, and approach to the estimate are fully identified, delineated, and understood by the Project team. Refer to Section 4 for a more detailed description, definition, and delineation of the information to include as a part of the open-book cost estimates prepared for this Project. The construction cost estimate will be updated at the design milestones of 30%, 60%, 95% and final design.

The Construction Manager shall be responsible for verifying the quantities and methods of measurement and payment for all Project work items.

Assumptions: The Project Manager, Project Construction Manager and other Key Personnel (as requested/approved by the Contract Manager) shall participate in up to four (4) Construction Cost Estimate Development meetings to be held via virtual format using WebEx or similar format, or at Caltrans office located at 2379 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833 or 703 B Street, Marysville, CA 95901. The meeting(s) will last up to eight (8) hours during the course of one (1) Business Day.

Deliverable: The Construction Manager shall provide a construction cost estimate for the Project during each design milestone meeting, at a minimum. The construction estimate shall be provided in two (2) separate formats, one that is consistent with the production-based Cost Model and one that is consistent with the engineer's estimate (formatted in a Microsoft Excel spreadsheet with bid item descriptions, quantities, and units). The estimate shall reflect and be consistent with the agreed upon methods and measurements of payment anticipated for each bid item and in accordance with the requirements listed in Section 4.0. The Construction Manager shall also provide a narrative report documenting the summary of markups, escalation, overhead, profit, and contingency. The report shall document critical assumptions, clarifications, and/or decisions of costing that may impact the fluctuations in pricing adherence and a description of allowances and exclusions. Materials selection cost forecasting and life cycle cost analysis shall also be covered in the report.

The Department will review the submitted estimates and identify items not in agreement among the Construction Manager, ICE, and Department. The Construction Manager shall be required to attend construction estimate review meetings as necessary to discuss assumptions and allocations associated with unit prices not in agreement. The construction schedule submitted under Task 7 shall coincide with the production and phasing assumptions used in the development of these cost estimates.

2.9 Task 9: Development of Subcontracting Plan

The Construction Manager shall develop its subcontracting plan in accordance with all requirements listed below.

Before both (a) soliciting any qualifications, proposals or bids for Subcontracts, and (b) submitting a bid for a Construction Contract for the Project or a portion thereof, the Construction Manager shall submit to the Department for its review and approval a reasonable procedure for the conduct of the procurement and approval processes applicable to Subcontracts. Such procedures shall include times for each step of the qualification and proposal processes, with qualification determinations and selections to be made. The subcontracting plan shall be subject to the approval of the Department, in its sole discretion, and adhere to the following:

- The Construction Manager shall recommend a division of the work to facilitate the bidding and award of trade contracts.
- The Construction Manager shall provide for involvement by the Department in Subcontractor solicitation, bidding, and selection.

- The Construction Manager shall identify work that the Construction Manager proposes to self-perform (which must be no less than 30 percent of the work, measured on a dollar value basis) and identify how the Construction Manager shall ensure that the pricing of self-performed work will be most advantageous to the Department.

The subcontracting plan shall include provisions implementing the following requirements:

1. At the time subcontractor proposals are opened, the Construction Manager shall compile and provide to the Department or its authorized representative a list that includes, without limitation, the name and contact information of each subcontractor who submits a timely proposal and the price of the proposal submitted by the subcontractor. The list must be made available to the public upon request.
2. Before entering into a Subcontract, the Construction Manager shall inform the Department, or its authorized representative, which Subcontractor has been selected and provide the Department with access to the proposals, bids, and the evaluation materials.
3. The Construction Manager shall make available to the public, including each subcontractor who submits a proposal, the final rankings of the subcontractors and shall provide, upon request, an explanation to any subcontractor who is not selected of the reasons why the subcontractor was not selected.
4. If the Construction Manager receives a written protest from a subcontractor proposer no later than three (3) Business Days following the Construction Manager's selection of a subcontractor, the Construction Manager shall not execute a contract for that subcontract package without first providing at least two (2) Business Days written notice to all proposers of the Construction Manager's intent to execute a contract for the Subcontract package. Construction Manager's protest procedures shall be subject to the prior written approval of the Department.
5. The Construction Manager shall enter into a Subcontract with a Subcontractor selected pursuant to the approved subcontracting plan and this Exhibit B and shall not have the right to make any substitution of any such Subcontractor without written approval of the Department.
6. If, before award and execution of a Construction Contract, the Department objects to the use of a Subcontractor for subcontracted work on such Construction Contract and such Subcontractor has been properly selected by the Construction Manager in accordance with the requirements of the approved subcontracting plan and this Exhibit B, the Department shall issue a written request to the Construction Manager to change the Subcontractor and shall pay any actual and direct increase in the Construction Manager's costs, including an adjustment to the Agreed Price resulting from the change. The increase shall be based solely on, and be limited to, the direct cost differential between the initial Subcontract cost of the original Subcontractor and the initial Subcontract cost of the changed Subcontractor and shall exclude any additional markup, profit, and overhead by the Construction Manager. Other than providing such compensation, if any, the Department shall have no further responsibilities, liabilities, or obligations arising out of such objection and change of Subcontractors. Replacement of Subcontractors after award and execution of the Construction Contract, including in connection with unsatisfactory performance, shall be governed by the terms of the Construction Contract.

Deliverable: The Construction Manager shall provide a subcontracting plan no later than thirty (30) calendar days after 95 percent Opinion of Probable Construction Cost.

The Construction Manager shall update this plan as of the final design milestone and submit an approved final subcontracting plan before its submittal of its Proposed Price. All documentation necessary to support adherence to the requirements shall be included in the subcontracting plan update. If the Department elects to consider a Construction Contract for only a portion of the Project, the subcontracting plan must be submitted and approved before submittal of any Proposed Price.

2.10 Task 10: Development of DBE Performance Plan

As part of negotiations of the Construction Contract and before the award and execution thereof, the Construction Manager shall work with the Department to finalize a DBE performance plan to apply during the Construction Contract and for accomplishment of all construction. The DBE performance plan shall address the manner in which the Construction Manager shall seek to meet the DBE goals and requirements, and also address monitoring and reporting requirements. The DBE performance plan shall be subject to the approval of the Department, in its sole discretion.

Deliverable: The Construction Manager shall provide a DBE performance plan with its subcontracting plan. The Construction Manager shall update this plan as of the final design milestone and submit the final DBE performance plan before submittal of its Proposed Price. If the Department elects to consider a Construction Contract for a portion of the Project, the DBE performance plan must be submitted and approved before submittal of any Proposed Price.

2.11 Task 11: Preconstruction Field Work (as applicable)

The preconstruction field work, if any, shall be at the direction of the Department, in its sole discretion, and may include design and/or Project-related activities, such as:

- Utility Relocation
- Potholing
- Preliminary soil and geotech studies
- Right of way demolition
- Preliminary Survey
- Installation of best management practices (BMP)
- Public outreach
- Other design-related activities

All such activities shall be consistent with the CEQA and NEPA process.

2.12 Task 12: Proposed Price

At the time that the Department determines that the design for the Project or any portion thereof has been sufficiently finalized to a level sufficient to determine the provable cost of that portion and provided that (a) the other conditions set forth in the Preconstruction Services Contract, including those set forth in Section 35 of the Preconstruction Services Contract, and (b) Tasks 1 through 10 above have been satisfied, as determined by the Department, the Construction Manager shall prepare and submit a Proposed Price for the cost of the work. Whether these prices include some or all of lump sum items, unit-based items, quantity-based items, contingency, or allowances, the individual prices are guaranteed in accordance with the requirements of the construction documents and the Construction Contract. The price includes all costs related to labor, equipment, overhead, and profit.

The Proposed Price for a Construction Contract for the Project may be for the Project as a whole or the Construction Manager may be asked to prepare a Proposed Price for construction of a portion of the Project, if the Department, in its sole discretion, determines significant construction time, money, risk, or potential delay can be reduced by allowing the Construction Manager to start initial work before the completion of the overall Project final design package. A Construction Contract for a portion of the Project may also include early procurement of long-lead items that may be in short supply or require longer than desired lead times from purchase to delivery.

In both instances, the Proposed Price for a Construction Contract shall be developed and evaluated in accordance with the following process:

1. The Department shall produce a set of plans and specifications for performance of the construction work.
2. The Department will evaluate the Construction Contract bid documents for DBE participation opportunities and set a DBE goal before submittal of the Proposed Price. This goal shall be incorporated into the Construction Contract bid documents, the Proposed Price, and the Construction Manager's subcontracting plan. No Construction Contract may be entered into and no Proposed Price may be submitted by Construction Manager until (i) the determination of any applicable DBE goal has occurred; (ii) the Department has approved the Construction Manager's subcontracting plan; and (iii) the Department has approved the Construction Manager's DBE performance plan.
3. If the DBE goal is greater than zero (0) percent, the Construction Manager shall be required to submit commitments from DBE participants sufficient to meet the goal or demonstrate good faith efforts to meet the DBE goal, each as required by this Preconstruction Services Contract and in substance satisfactory to the Department, in its sole discretion.
4. The Construction Manager shall submit, with its Proposed Price, a subcontracting plan that has been approved by the Department.
5. Solicitations for subcontractors and award of Subcontracts shall be made pursuant to Public Contract Code 6705, the Caltrans *Standard Specifications*, and the Construction Manager's approved subcontracting plan. Concurrently with its Proposed Price, the Construction Manager shall provide a list of all Subcontractors that it has procured and intends to use.
6. The Construction Manager shall prepare and submit a Proposed Price in accordance with the Department's bidding requirements under the Preconstruction Services Contract. In addition to the Scope of Work, risk, and quantities, the Proposed Price shall reflect the pricing as defined in the Subcontracts and include all information required by the Department, including applicable DBE commitments as provided herein. The Construction Manager shall include with its Proposed Price such documents and certifications as directed by the Department. The form of Proposed Price shall be in such format as the Department, in its sole discretion, determines and may include quantity-based items, unit-priced based items, lump sum items, contingency, and allowances.
7. The Department may have an Independent Cost Estimate prepared. Upon opening the Proposed Price, the Department will determine the acceptability of the Proposed Price, in its sole discretion. In assessing the Proposed Price, the Department may compare the Proposed Price to some or all of the following: State averages, similar projects, an Independent Cost Estimate, and the engineer's estimate and use such other information that the Department determines relevant and useful. The Department is under no obligation to accept the Proposed Price, even if it compares favorably to the foregoing data, averages, and estimates.
8. Department personnel reviewing the Proposed Price and other data, averages, and estimates may include the Department's Project Manager, resident engineer, FHWA representatives, and other internal Department staff and outside advisors deemed necessary or desirable by the Department's Project Manager.
9. If the Proposed Price is acceptable, the Department will prepare a Construction Contract or the work may be added to an existing Construction Contract with Construction Manager by amendment at the sole discretion of the Department, if applicable.
10. If the Proposed Price is not acceptable, the Department may enter into a process of risk identification that identifies price, quantity, assumption, and other differences. Following the successful resolution of the risk issues associated with such differences, the Department, in its sole discretion, may ask the Construction Manager to resubmit the Proposed Price for the Project. If this resubmittal of the Proposed Price does not result in an Agreed Price that is acceptable to the Department, the Department reserves the right, in its sole discretion, to terminate the pricing

process and undertake such other actions relating to the Project as the Department determines, including the right to procure the Construction Contract Scope of Work by some other delivery method. The Construction Manager is not excused from completion of the Services required under this Preconstruction Services Contract, if such Services have not been fully performed.

Deliverable: The Construction Manager shall submit the Proposed Price in accordance with the requirements delineated herein, and utilizing the same production-based Cost Model as was used in development of the previous Opinion of Probable Construction Cost estimates along with a narrative report documenting critical assumptions and/or decisions of costing that may impact the fluctuations in pricing adherence (on an open-book basis).

3 CO-LOCATION REQUIREMENTS

Regular interaction is necessary for the exchange of information during the preconstruction phase. Since there are multiple segments involved with design teams located in different cities, specific co-location needs are still being determined and may change over time. Key Personnel may need be co-located with the Department or with Department designated consultants in a co-located office during key times of the design development process. Such times, durations, and specific personnel will be mutually agreed upon after the Preconstruction Services Contract is in place.

4 OPEN-BOOK ESTIMATING REQUIREMENTS

4.1 COST MODEL AND PRICE RECORD DOCUMENTATION CONFIDENTIALITY

The Construction Manager shall designate information it considers to be confidential. The Construction Manager shall clearly mark each page of documentation that the Construction Manager wants to remain confidential before submitting it to the Department.

If the Department receives a request for the confidential documents under the California Public Records Act, the Department will inform the entity requesting the documents of their confidentiality and notify the Construction Manager of the request.

4.2 COST MODEL AND COST ESTIMATES

1. Within 30 Calendar Days of the date of the Notice to Proceed, the Construction Manager shall review all available information regarding the design and scope of the Project, and based upon that review, shall develop a Cost Model for the entire Project for review by the Department. The Cost Model shall be prepared in a format agreed upon in advance by the Department and the Construction Manager. It shall be based on the Department's list of standard pay items. The Construction Manager shall work with the Department to develop the proposed form for the Cost Model and obtain the Department's approval of the form or make changes in the proposed form as requested by the Department.
2. During the review period, the Cost Model will be compared with the estimates prepared by the Department and ICE. These estimates will be used to evaluate the Cost Model. The Construction Manager shall make adjustments to the Cost Model if required. Once approved by the Department, the Cost Model shall be continually updated and kept current as the design progresses throughout the preconstruction phase until a price is agreed upon by both the Construction Manager and the Department. The Cost Model shall be the best representation of what the complete functional Project's construction costs will be. The Cost Model shall not include the Construction Manager's Preconstruction Services Fee, the cost of design, right of way, or other costs which are the

responsibility of the Department. The Construction Manager shall communicate to the Project team any assumptions made in preparing the Cost Model. The Cost Model may include allowances as agreed to by the Project team, including both:

- i. Allowances for potential additional quantities and/or additional work that the Department may require.
 - ii. Any costs related to investigations.
3. After receipt of the Department most current documents from each design milestone, the Construction Manager shall provide a detailed written report to the Project team regarding the impact of and changes to the Cost Model based on the Construction Manager's review of design documents made available at the design milestone. The Contract Manager and the Construction Manager shall reconcile any disagreements on the estimate to arrive at an agreed upon estimate for the construction costs based on the scope of the Project through that design milestone. The design milestones applicable to this paragraph are 30 percent, 60 percent, 95 percent, and final design. If the Project team requires additional updates of the Cost Model beyond that specified in this paragraph, the Construction Manager shall provide the requested information in a timely manner.
4. If, at any point, the Cost Model submitted to the Department exceeds estimates previously agreed upon by the Project team, or the Department's Project budget, the Construction Manager shall make appropriate recommendations to the Department on means/methods, materials, scope and/or other design elements that it believes will reduce the estimated construction costs, (without altering the Department's overall concept) such that it is equal to or less than the established Project team's target and/or the Project budget.
5. Each Cost Model submitted shall be accompanied by backup documentation which shall include all the following:
 - i. Unit prices and quantity take-offs using the Department's standard pay items.
 - ii. Details of all allowances and unit price work shown and specified in the detailed design documents.
 - iii. Material costs, equipment costs, labor costs, general conditions costs, hourly labor rates, and total cost. Labor costs in the Cost Model shall include employee benefits, payroll taxes, and other payroll burdens. The total cost for any portion of the work to be performed by Subcontractors shall include Subcontractor overhead and profit.
 - iv. Production rates, transportation, and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work.
 - v. All fixed equipment, site improvements, utility, and equipment installations.
 - vi. Copies of quotations from Subcontractors and suppliers.
 - vii. Project overhead.
 - viii. Allocated general and administrative expenses.
 - ix. Bonds, taxes, and insurance.
 - x. The Construction Manager's profit.
 - xi. Memoranda, narratives, consultant's reports, and all other information included by the Construction Manager to arrive at the price shown in the Cost Model or Proposed Price. Include a list of all assumptions and description and breakdown of all allowances.

4.3 OTHER REQUIREMENTS

The followings are minimum requirements for the Construction Manager when communicating cost via the open-book estimating process:

- a) The Construction Manager shall clearly delineate any services to be self-performed and any services to be subcontracted.
 - i. For self-performed work, overhead and profit percentages are to be identified, agreed upon, and applied to the total self-performed cost “below the line.” This is opposed to allocating overhead and profit into individual direct cost items.
 - ii. For work to be subcontracted, the Subcontractor’s overhead, profit, and indirect costs are to be included within the pricing of that individual direct cost item.
- b) Indirect costs are to be scoped, quantified, and priced as a separate division of cost and are not to be allocated under direct costs, except as stated above for work performed by Subcontractors.
- c) Mobilization/demobilization of temporary jobsite offices is to be a detailed item, and the Construction Manager shall include this under indirect costs.
- d) Mobilization/demobilization of construction equipment is to be an individually detailed item for each piece of equipment, all of which is to be included under direct costs.
- e) Overhead and profit is to be applied as follows:
 - i. Overhead is to be priced as a percentage of the total of indirect costs and direct costs.
 - ii. Profit is to be divided and identified into two (2) categories:
 - A percentage applied to self-performed work.
 - A percentage applied to Subcontracts.

The percentage applied to subcontracted costs is to be relatively low compared to the self-performed work.

After all indirect, contingencies, escalation, overhead, and profit costs have been estimated and individually identified, each cost is to be allocated into pay items to establish the “all in” unit costs. Indirect costs, overhead, and profit are then to be distributed evenly into each pay item. Contingencies shall be specifically identified and allocated depending on risks associated with each pay item.

4.4 DEFINITIONS

The following definitions are provided to establish expectations regarding categorization and accounting to be represented in the open-book estimating process for the Project.

- a) Direct costs (construction) include:
 - i. Self-performed work based on construction labor (e.g., craft wage rates burdened with fringe benefits only), equipment rental, equipment fuel/maintenance, and purchased materials.
 - ii. Mobilization/demobilization of self-performed construction equipment.
 - iii. Subcontracted work, including each Subcontractor’s direct and indirect costs, overhead, profit, and bonds.
- b) Indirect costs (construction) include:
 - i. Field supervision based on bare wages plus salary-related expenses for the Project Manager, superintendents, project engineer/project controls, and document control/administrator.
 - ii. Jobsite office facilities, temporary utilities, and jobsite vehicles, including mobilization/demobilization of temporary facilities as separately-estimated items.

- iii. General field labor, clean up requirements, dumpsters, dump fees, temporary toilets, etc.
 - iv. Temporary construction facilities or work.
 - v. Yard support for construction equipment.
 - vi. Surveys, layout, permits, testing, inspection, and insurance.
- c) Contingency that is applied to an estimate during the preconstruction phase is based on an assessment of risk at each design phase, and it may be divided into several categories.
- i. Design development to cover relatively minor changes in details, specifications, quantities, etc. from early design to 100 percent construction documents.
 - ii. Estimate contingency to cover potential variances from what was estimated for materials and Subcontracts compared to what was the actual cost of said materials and Subcontracts.
 - iii. Allowances for known items that cannot specifically be quantified and/or priced until further progress in design.
 - iv. Construction phase contingency for variations related to crew productivity, schedule impacts, etc. from what was originally estimated.
- d) Mobilization/demobilization costs are allocated as follows:
- i. Mobilization/demobilization of self-performed construction equipment is considered a direct cost.
 - ii. Mobilization/demobilization of jobsite office trailers, furniture, equipment, and personnel is considered an indirect cost. This also includes temporary utilities and elements required to begin construction, such as permits.
- e) Overhead is defined as home-office company overhead, including office facilities, management, subsidized insurance programs, paid vacation, etc.
- f) Profit is defined as the operating margin or the dollars remaining after all direct and overhead costs are paid.
- g) Escalation shall be dealt with as follows:
- i. Estimates will be based on wage rates and material costs that are current year at the time of pricing. Cost is added to cover normal expected increases for expenditures beyond the pricing baseline.
 - ii. There are various methods for calculating escalation. The most accurate for labor increases is to manpower-load the construction schedule for all labor types and add agreed upon dollar increases for each calendar period in which each apply.
- h) Exclusions are defined as items that are associated with the Project but provided by others. This may include items provided by:
- i. The Department
 - ii. Utility companies
 - iii. Work done by adjacent contractors

5 GLOSSARY OF PRECONSTRUCTION SERVICES TERMS

5.1 Design-Related Preconstruction Services

- a) **Validate Department/Consultant Design:** Construction Manager evaluates the design as it is originally intended and compares it to the Scope of Work with both the required budget and schedule to determine if the scope can be executed within those constraints. A validated design is one that can be constructed within the budget and schedule constraints of the Project.

- b) **Assist/Input to Department/Consultant Design:** Construction Manager offers ideas/cost information to the designer to be evaluated during the design phase. Ultimately, the designer is still responsible for the design.
- c) **Design Reviews:** Construction Manager reviews the plans and documents to identify errors, omissions, and ambiguities to improve the constructability and economy of the design submittal.
- d) **Design Charrettes:** Construction Manager participates in structured brain-storming sessions with the Department to generate ideas to solve design problems associated with the Project.
- e) **Constructability Reviews:** Construction Manager reviews the plans and specifications to determine if the required level of tools, methods, techniques, and technology are available to permit a competent and qualified construction contractor to build the Project feature in question to the level of quality required by the Contract.
- f) **Operability Reviews:** Construction Manager meets with the Department's operations and maintenance personnel and provides them with an opportunity to make suggestions that will improve the operations and maintenance of the completed Project.
- g) **Regulatory Reviews:** Construction Manager verifies that the design complies with current codes and will not have difficulty obtaining the necessary permits.
- h) **Market Surveys for Design Decisions:** Construction Manager furnishes designers with alternative materials or equipment along with current pricing data and availability to assist them in making informed design decisions early in the process to reduce the need to change the design late in the process resulting from budget or schedule considerations.
- i) **Verify/Take-off Quantities:** Construction Manager verifies the quantities generated by the designer for the engineer's estimate.
- j) **Assistance in Shaping the Scope of Work:** Construction Manager generates priced alternatives from the Department to ensure that the Scope of Work collates to the constraints dictated by the budget and/or schedule.
- k) **Feasibility Studies:** Construction Manager investigates the feasibility of possible solutions to resolve design issues on the Project.
- l) **Risk Identification and Mitigation:** Construction Manager identifies risks associated with the Project and proposes response strategies.
- m) **Maintenance of Traffic:** Construction Manager reviews, validates, and/or proposes alternative traffic handling concepts for the Project.
- n) **Staging Needs:** Construction Manager reviews, validates, and/or proposes alternative stage construction concepts for the Project.

5.2 Cost-Related Preconstruction Services

- a) **Validate Department/Consultant Estimates:** Construction Manager evaluates the estimate as it is originally intended and determines if the scope can be executed within the constraints of the budget.
- b) **Prepare Project Estimates:** Construction Manager provides real-time cost information on the Project at different points in the design process to ensure that the Project is staying within budget.
- c) **Cost/Benefit Engineering Reviews:** Construction Manager reviews cost to include not only the aspects of pricing but also focuses on the aspect that "time equals money" in construction projects.
- d) **Early Award of Critical Bid Packages:** Construction Manager recommends which design packages should be completed first to ensure that pricing can be locked in on the packages.
- e) **Life-Cycle Cost Analysis:** Construction Manager provides input for design decisions that impact the performance of the Project over its lifespan.

- f) **Value Analysis/Engineering:** Construction Manager identifies aspects of the design that either do not add value or whose value may be enhanced by changing them in some form or fashion. The change does not necessarily reduce the cost; it may actually decrease the life-cycle costs.
- g) **Material Selection and Cost Forecasting:** Construction Manager utilizes its contacts within the industry to develop estimates of construction material escalation to assist the Department in making decisions regarding material selection and early construction packages.
- h) **Cost Risk Analysis:** Construction Manager furnishes the Department with information regarding cost items that have the greatest probability of being exceeded.
- i) **Cash Flow Projections/Cost Control:** Construction Manager conducts earned value analysis to provide the Department with information on how Project financing must be made available to avoid delaying Project progress. This also may include an estimate of construction carrying costs to aid the Department in determining projected cash flow decisions.

5.3 Schedule-Related Preconstruction Services

- a) **Validate Department/Consultant Schedules:** Construction Manager evaluates if the current Scope of Work can be executed within the constraints of the schedule.
- b) **Prepare and Manage Project Schedules:** Construction Manager prepares and maintains schedules throughout the design phase to ensure that dates will be met, and notifies the Department when issues arise.
- c) **Develop Sequence of Design Work:** Construction Manager recommends the sequences of the design Work to mirror the construction Work, so early Work packages can be developed.
- d) **Construction Phasing:** Construction Manager develops a construction phasing plan to facilitate construction progress and ensure maintenance of traffic. This includes identification of critical parcel acquisition and utility relocations.
- e) **Schedule Risk Analysis/Control:** Construction Manager evaluates the risks inherent to design decisions regarding the schedule and offers alternative materials, means, and/or methods to mitigate those risks.

5.4 Administrative-Related Preconstruction Services

- a) **Third-Party Impact Avoidance and Reduction Strategies:** Construction Manager reviews agreements, permits and work around (commitments) made to third parties (i.e., irrigation and flood control districts, City of Sacramento, Army Corp Of Engineers, adjacent construction contracts, railroad, utilities, property owners, and regulatory agencies) and determine and/or identify feasibility of commitment. Advises the Department of impacts and alternative solutions to comply.
- b) **Prepare Document Control:** Construction Manager implements a document control process and software solution, as agreed upon by the Department, that will allow for the efficient transmittal, sharing, tracking, approval, and filing of all Project related documents.
- c) **Coordinate Contract Documents:** Construction Manager evaluates each component to the Construction Contract against all other components and identifies conflicts that can be resolved before award of the Construction Contract.
- d) **Coordinate with Third-Party Stakeholders:** Construction Manager communicates with third parties involved in the Project, including utilities, railroads, and the general public.
- e) **Attend Public Meetings:** Construction Manager organizes and/or attends public meetings to answer questions from the public about the construction of the Project.
- f) **Biddability Reviews:** Construction Manager reviews the design documents to ensure that Subcontractor Work packages can be bid out and receive competitive pricing. This action reduces

the risk to the subcontractors because they are given the specific design product they need for their bids; not just told to find their work inside the full set of construction documents.

- g) **Subcontractor Bid Packaging:** Construction Manager coordinates the design Work packaging to directly correlate with Subcontractor Work packages so that early packages can be easily bid out and awarded.
- h) **Assist in Right of Way Acquisition/Validation:** Construction Manager assists the designer in identifying options for right of way acquisitions by providing means and methods input. The primary purpose is to minimize the amount of right of way actions that must be undertaken and to assist in prioritizing individual parcel acquisition.
- i) **Assist in Permitting Actions:** Construction Manager is empowered to meet with resource agencies and develop permit applications with assistance from the Department.
- j) **Study Labor Availability/Conditions:** Construction Manager furnishes advice during design regarding the availability of specialty trade subcontractors and the impact of that availability on the Project budget and schedule constraints.
- k) **Prepare Sustainability Certification Application:** Construction Manager prepares the necessary paperwork to submit for certification when certification for sustainability is desired.
- l) **Analyze Environmental Commitments/Permits:** Construction Manager reviews environmental commitments/permits attached to the Project and identifies feasibility issues of commitments/permits. Advises the Department of impacts and alternative solutions to comply.
- m) **Coordinate Site Visits for Subcontractors:** Construction Manager coordinates site visits for subcontractors to facilitate the Subcontractor procurement process.
- n) **Project Meetings:** Construction Manager attends scheduled Project meetings and contributes with comments, provides solutions, and carries needed action items.

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EXHIBIT C – COST PROPOSAL

EXHIBIT D – PREVAILING WAGE DETERMINATIONS

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"General Decision Number: CA20200007 11/06/2020

Superseded General Decision Number: CA20190007

State: California

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

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

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020

2	01/31/2020
3	03/06/2020
4	03/13/2020
5	04/17/2020
6	05/08/2020
7	06/12/2020
8	06/19/2020
9	07/03/2020
10	07/10/2020
11	07/17/2020
12	07/24/2020
13	07/31/2020
14	08/07/2020
15	08/14/2020
16	08/21/2020
17	08/28/2020
18	09/04/2020
19	09/11/2020
20	09/18/2020
21	10/02/2020
22	10/09/2020
23	10/16/2020
24	10/23/2020
25	11/06/2020

ASBE0016-001 01/01/2020

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	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.....	\$ 71.16	23.39
Area 2.....	\$ 54.26	23.39

ASBE0016-007 01/01/2019

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,

SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO
& YUBA COUNTIES

AREA 2: MARIN & NAPA 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.....	\$ 30.81	22.71
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 10/01/2016

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties..	\$ 43.28	37.91
(2) Remaining Counties.....	\$ 39.68	35.71

BRCA0003-001 08/01/2020

	Rates	Fringes
MARBLE FINISHER.....	\$ 36.53	17.08

BRCA0003-004 05/01/2019

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 43.24	21.63
AREA 2.....	\$ 45.92	26.70

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

BRCA0003-010 04/01/2019

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 27.31	14.75
Area 2.....	\$ 27.10	16.50
Area 3.....	\$ 29.94	16.38
Area 4.....	\$ 28.06	15.82
Tile Layer		
Area 1.....	\$ 45.51	17.64
Area 2.....	\$ 45.15	19.06
Area 3.....	\$ 49.90	19.16
Area 4.....	\$ 46.77	19.08

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
 AREA 2: Alpine, Amador
 AREA 3: Marin, Napa, Solano, Siskiyou
 AREA 4: Sonoma

BRCA0003-014 08/01/2020

	Rates	Fringes
MARBLE MASON.....	\$ 51.30	28.47

CARP0034-001 07/01/2020

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 51.90	34.02
Diver standby.....	\$ 58.09	34.02
Diver Tender.....	\$ 57.09	34.02
Diver wet.....	\$ 101.42	34.02
Manifold Operator (mixed		
gas).....	\$ 62.09	34.02
Manifold Operator (Standby).	\$ 57.09	34.02

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 07/01/2020

	Rates	Fringes
Piledriver.....	\$ 51.90	34.02

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 50.50	30.64
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 25.25	17.86
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
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

CARP0035-010 07/01/2017

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 24.91	19.63
Installer II.....	\$ 22.18	20.42
Lead Installer.....	\$ 29.06	20.92
Master Installer.....	\$ 33.28	20.92
Area 2		
Installer I.....	\$ 22.96	20.42
Installer II.....	\$ 20.01	20.42
Lead Installer.....	\$ 25.93	20.92
Master Installer.....	\$ 29.56	20.92
Area 3		
Installer I.....	\$ 22.01	20.42
Installer II.....	\$ 19.24	20.42
Lead Installer.....	\$ 24.81	20.92
Master Installer.....	\$ 31.83	20.92

 CARP0046-001 07/01/2020

El Dorado (West), Placer (West), Sacramento and Yolo 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.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

 * CARP0046-002 07/01/2020

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
 Sierra, Sutter and Yuba Counties

Rates	Fringes
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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

CARP0152-003 07/01/2020

Amador 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.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0180-001 07/01/2020

Solano 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

CARP0751-001 07/01/2020

Napa and Sonoma 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.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

 CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
 and Trinity 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

 ELEC0180-001 06/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 58.51	24.74
ELECTRICIAN.....	\$ 52.01	24.54

 ELEC0180-003 12/01/2019

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.31	3%+19.80
Technician.....	\$ 46.36	3%+19.80

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer.....	\$ 29.35	3%+15.35
Sound & Communications Technician.....	\$ 33.75	3%+15.35

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.

ELEC0340-003 08/01/2020

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 40.56	32.46
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2020

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 41.50	20.17

ZONE RATE:

70-90 miles - \$8.00 per hour
91+ miles - \$10.00 per hour

ELEC0551-004 06/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 52.40	3%+23.31

ELEC0551-005 12/01/2019

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.31	3%+19.80
Technician.....	\$ 50.39	3%+19.80

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,

Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

 ELEC0659-006 01/01/2020

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.59	17.39

 ELEC0659-008 02/01/2019

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 59.09	20.22
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 52.76	19.96
(3) Tree Trimmer.....	\$ 31.10	11.32
(4) Line Equipment Man.....	\$ 52.76	19.96
(5) Powdermen, Jackhammermen.....	\$ 33.80	13.35
(6) Groundman.....	\$ 33.24	14.79

 ELEC1245-004 06/01/2020

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 59.14	20.78

(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 47.24	19.59
(3) Groundman.....	\$ 36.12	19.19
(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 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.78	34.765+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 Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2019

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 47.88	33.10
(2) Dredge Dozer; Heavy duty repairman.....	\$ 42.92	33.10
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 41.80	33.10
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 38.50	33.10
AREA 2:		

(1) Leverman.....	\$ 49.88	33.10
(2) Dredge Dozer; Heavy duty repairman.....	\$ 44.92	33.10
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 43.80	33.10
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 40.50	33.10

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: Landscape 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

* ENGI0003-038 06/29/2020

""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.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15
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 signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO

AREA 2 -NOTED BELOW

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

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

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

LAB00067-001 06/29/2020

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO,

SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA,
TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 25.05	12.00
LABORER (Lead Removal)		
Marin County.....	\$ 33.07	25.30
Remaining Counties.....	\$ 32.07	25.30

LAB00067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN
MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - 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, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA
COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 29.54	22.17
Area B.....	\$ 28.54	22.17
Traffic Control Person I		
Area A.....	\$ 29.84	22.17
Area B.....	\$ 28.84	22.17
Traffic Control Person II		
Area A.....	\$ 27.34	22.17
Area B.....	\$ 26.34	22.17

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.

LAB00185-002 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,

NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
 SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.84	23.71

LAB00185-005 06/25/2018		

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
 NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
 SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

 LAB00185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
 NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU,
 SUTTER, TEHAMA, TRINITY, YOLO, YUBA 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.....	\$ 30.01	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 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)

LAB00185-008 07/01/2018

Rates

Fringes

Plasterer tender.....\$ 32.02 23.00

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

LAB00261-002 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

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

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

LAB00261-004 06/25/2018

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.45	22.20

LAB00261-010 06/25/2018

MARIN 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.....	\$ 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 (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 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)

LAB00261-015 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

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

LAB00324-004 06/25/2018

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

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

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

LAB00324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
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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 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

LAB00324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.45	22.20

LAB00324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
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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 (GUNITITE - 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

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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.

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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)

 LAB00324-019 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00
Work on a swing stage scaffold: \$1.00 per hour additional.		

 PAIN0016-004 01/01/2019

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 42.67	24.03

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-005 06/01/2020

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 47.38	25.99

PAIN0016-007 01/01/2019

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.68	20.24

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground

or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

PAIN0169-004 07/01/2020

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 52.17	30.55

* PAIN0567-001 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 29.80	13.44
Spray Painter & Paperhanger.	\$ 31.29	13.44

PREMIUMS:
Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.01	15.48

PAIN0567-010 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 35.20	14.02
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 36.70	14.02

PAIN0767-004 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 40.61	30.76

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 07/01/2020

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 38.48	16.88
GROUP 2.....	\$ 32.71	16.88
GROUP 3.....	\$ 33.09	16.88

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

PAIN1237-001 06/01/2020

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 39.61	22.59

PLAS0300-003 07/01/2018

	Rates	Fringes
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PLASTERER

AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano,

Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 33.49	23.67

PLUM0038-002 07/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 64.86	43.54
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 76.30	45.27

PLUM0038-006 07/01/2019

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 63.04	31.48

PLUM0228-001 07/01/2020

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 41.50	34.39

 PLUM0343-001 07/01/2019

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 52.50	37.37

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

 PLUM0350-001 08/01/2019

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 45.84	13.81

 PLUM0355-001 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,

SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 29.90	16.30

PLUM0442-003 07/01/2020		

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 45.50	31.89

PLUM0447-001 07/01/2020		

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 54.37	25.75
Light Commercial Work.....	\$ 36.23	17.72

ROOF0081-006 08/01/2019		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Rofer.....	\$ 40.10	18.88

ROOF0081-007 08/01/2020		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Rofer.....	\$ 39.73	19.11

SFCA0483-003 07/29/2019		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 65.52	32.67

SFCA0669-003 04/01/2020

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.87	25.77

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2020

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 46.60	40.21

SHEE0104-010 07/01/2020

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
 PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
 YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

SHEE0104-014 07/01/2020		

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-019 07/01/2020		

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
 AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

TEAM0094-001 07/01/2018		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 31.68	27.86
GROUP 2.....	\$ 31.98	27.86
GROUP 3.....	\$ 32.28	27.86
GROUP 4.....	\$ 32.63	27.86
GROUP 5.....	\$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial

lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when

pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"