

BID PACKET

RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY

Mineral Hazard Tree Removal Phase 2

BIDS DUE ON OR BEFORE: 5:00 p.m.

Wednesday, November 27st, 2024



NOTICE INVITING BIDS

BID SOLICITATION

CONTACT: Resource Conservation District of Tehama County

Drew Barnhart, Project Manager II, dbarnhart@tehamacountyrcd.org 530-727-1294 ext. 104

NOTICE IS HEREBY GIVEN that the [Resource Conservation District of Tehama County (RCDTC)], with its principal place of business in Red Bluff] invites and will receive sealed bids (“Bids”) up to but not later than **<5> p.m. PST on <Wednesday>, <November> <27th>, <2024>** at the Office of the [RCDTC, located at [202 Walnut Street, Red Bluff, CA 96080], for the furnishing to RCDTC of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for [**Mineral Hazard Tree Removal Phase 2 (Project)**]. At said time, Bids will be officially opened and read aloud. Bids received after the said time shall be returned unopened. Bids shall be valid for 90 calendar days after the bid opening date.

Mineral Tree Removal Phase 2 (Project)

Resource Conservation District of Tehama County (RCDTC) is seeking bids from qualified contractors for an upcoming hazard tree fuels reduction project. This Project is funded through a grant partnership with CALFIRE. The Project will result in the reduction of stocking ground fuels and ground-to-crown ladder fuels in the community of Mineral, California, in eastern Tehama County. This component will entail the removal of hazard trees that are currently breaking compliance with PRC 4290 and 4291 as well as posing a potential threat to existing infrastructure, dead, dying diseased conifers, and the removal of downed trees that are the result of utility line vegetation maintenance.

Copies of the bid package are available at the Shasta Builders’ Exchange: www.CIPlist.com, and the RCDTC website: www.tehamacountyrcd.org.

Contractors are required to attend the Pre-Bid Conference and Site Visit to be held **Wednesday November 13th, 2024, at 10:00a.m PST**. starting at the **RCDTC office** 202 Walnut Street, Red Bluff, CA 96080. Representatives of the RCDTC and registered professional forester, if any, will be present: Bids will not be accepted from any bidder who did not attend the mandatory Pre-Bid Conference. A site visit to the project site in Mineral will occur directly after on **November 13th, 2024, at 12:00 p.m. PST** Questions will be recorded, and answers will be emailed to all contractors who attend. Contractors should anticipate staying at the proposed project site until **2:00 p.m.**

Bids will be received at the **RCDTC office – 202 Walnut Street, Red Bluff, CA 96080 – until 5:00 p.m. PST on November 27th, 2024**. at which time and place all bids received will be officially opened and read aloud. Expecting bids will then be reviewed by the committee. Any bid protests shall be submitted to RCDTC no later than 12:00 p.m. on the fifth business day after the date that bids are opened. Bid protests must be in writing and must set forth, in detail, the factual and legal basis for the protest. RCDTC will issue the award for the bid as soon as reasonably possible after bid opening and upon RCDTC Board of Directors’ decision.

All bidders will be required to furnish and pay for a satisfactory Bid Bond in the amount of not less than 10% of the total bid price. The successful bidder will be required to furnish and pay for a satisfactory Performance Bond and Payment Bond in the amount of not less than 100% of the contract price. Pursuant to the California Public Contract Code Section 22300, the Contractor may request that the Agency substitute a security in the performance retention amount.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by RCDTC to ensure its performance under the Contract.

Pursuant to Labor Code Section 1773, RCDTC has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in [Tehama] County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/.

In addition, a copy of the prevailing rate of per diem wages is available at the office of the Resource Conservation District of Tehama County and shall be made available to interested parties upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include, but are not limited to, the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted, nor will any Contract entered without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the Project. Notwithstanding, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in their Bid.

Unless otherwise provided in the Instructions to Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract:

1. As this project follows the forest practice rules, contractor will have one staff or subcontractor with a Licensed Timber Operator A. (LTO A)
2. A-General Engineering License.
3. C-61 or C-49 and D-49 License

Substitution requests shall be made within 35 calendar days after the award of the Contract. Pursuant to Public Contract Code Section 3400(b), the RCDTC may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Contract Documents be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

Pursuant to Public Contract Code section 7201, the RCDTC has decided that the Project described herein is complex, and therefore a retention of **10%** will be withheld from payment until after the work is complete.

PCC § 7201 (b)(3-5) “requires that a finding of complexity and the accompanying retention of more than 5% must include a statement on why the project was found to be complex.” The District Manager of the RCDTC determined this project was complex due to size, dynamics and external influences including the large tree removal directly adjacent to homes, infrastructure, and utilities.

RCDTC reserves the right to accept the bid, which is in the best interests of RCDTC, even if it is not the lowest. RCDTC has the right to waive irregularities in any bid and reject all bid proposals. Each bidder must be appropriately licensed in the State of California for this project as required by law.

For any questions regarding the project, please contact Drew Barnhart, Project Manager II 530-727-1294 ext. 104or dbarnhart@tehamacountyrcd.org.

END OF NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

ARTICLE 1. SECURING DOCUMENTS

Bids must be submitted to the RCDTC on the Bid Forms which are a part of the Contract Documents for the Project. Contract Documents may be obtained as specified in the Notice Inviting Bids.

ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

The Bidder must attend the mandatory site visit and fully acquaint itself with project conditions so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of work under the Contract. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract Documents. The failure or omission of any Bidder to receive or examine the Contract Documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint themselves with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract and no relief for error or omission will be given except as required under state law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other Contract Documents may submit a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other Contract Documents will be made only by a written addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder who has purchased a set of Contract Documents. The RCDTC will not be responsible for any other explanation or interpretation of the Contract Documents. If a prospective Bidder becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the prospective Bidder to promptly bring it to the attention of the RCDTC.

ARTICLE 4. PRE-BID CONFERENCE

A mandatory Pre-Bid Conference is scheduled for [November 13th at 10:00 am] to review the Project's existing conditions meeting The **RCDTC office, 202 Walnut St., Red Bluff, then proceeding for site walk to the Mineral Project Area (Mineral, CA)**. Representatives of the RCDTC and registered professional forester, if any, will be present. Oral statements regarding this Bid at

the Pre-Bid Conference should be considered unverified information unless confirmed in writing. Questions will be recorded, and answers will be emailed to all contractors who attended the pre-bid conference and site visit.

ARTICLE 5. ADDENDA

The RCDTC reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made with written addenda. All addenda issued by the RCDTC shall be made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the RCDTC issues an addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the RCDTC will extend the deadline for submission of Bids. The RCDTC may determine, in its sole discretion, whether an addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide the RCDTC with a name, address, and email address to which addenda may be sent, and a telephone number by which the RCDTC can contact the Bidder. Copies of addenda will be furnished by email, first class mail, express mail, or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring they have received all addenda. To this end, each Bidder should contact the [RCDTC] to verify that it has received all addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the addenda received prior to bidding in the space provided in the Bid Forms. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

ARTICLE 6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The RCDTC may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the Bidder.

ARTICLE 7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the RCDTC will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

ARTICLE 8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered.

ARTICLE 9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, contractor license number, and public works contractor registration number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the work described in the Contract Documents in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code section 4104. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself. The substitution of listed subcontractors shall only be permitted in accordance with Public Contract Code section 4107.

ARTICLE 10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all Bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the RCDTC shall consider any Bid submitted by a Bidder not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the RCDTC shall reject the Bid. The RCDTC shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the RCDTC of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Project involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

ARTICLE 11. BID SECURITY (BOND)

Each Bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to the RCDTC; or (c) a bid bond secured from a surety company satisfactory to the RCDTC, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to the RCDTC as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in the Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) calendar days after the RCDTC states its' successful Bidder the Notice of Award, the successful Bidder will enter a Contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time, and the RCDTC may enter a Contract with the next qualified reasonable bidder providing a responsive bid or may call for new bids. No interest shall be paid on funds deposited in the RCDTC. The RCDTC will return the security accompanying the Bids of all unsuccessful Bidders no later than sixty (60) calendar days after award of the Contract.

ARTICLE 12. IRAN CONTRACTING ACT OF 2010 AND RUSSIA ACTION IN UKRAINE EXECUTIVE ORDER N-6-22

In accordance with Public Contract Code Section 2200 *et seq.*, the RCDTC requires that any person that submits a Bid with the RCDTC of one million dollars (\$1,000,000) or more, certify at the time the Bid is submitted that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the Bid Forms and must be signed and dated under penalty of perjury.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts.

ARTICLE 13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of Non collusion with their Bid. This form is included with the Bid Forms and must be signed and dated under penalty of perjury.

ARTICLE 14. PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted, nor will any Contract entered without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the successful Bidder, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the Project. To this end, the Bidder shall sign and submit with its Bid the Public Works Contractor DIR (Department of Industrial Relations) Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid

non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the Bid to be rejected as non-responsive. The RCDTC reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the RCDTC that the Bidder is qualified to properly carry out the terms of the Contract.

ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. The contractor shall sign and file with the RCDTC a Workers' Compensation Certificate prior to performing the work under this Contract. The form of such Workers' Compensation Certificate is included as part of the Bid Forms.

ARTICLE 17. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint ventures or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only joint ventures or partners shall execute the Bid. The Power of Attorney shall also: (1) authorize that joint ventures or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for all the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint ventures or partner on behalf of the joint venture or partnership in its legal name.

ARTICLE 18. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the bid security and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the RCDTC at 202 Walnut St., Red Bluff, CA 96080 before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the Bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the RCDTC as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the Bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of (Bidder's Name)
for the Mineral Hazard Tree Removal - Phase 2**

ARTICLE 19. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each Bid received prior to the time and day set for the receipt of bids will be officially opened and read. The RCDTC will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that his Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each Bid will include the following information:

- A. The name and business location of the Bidder.
- B. The nature and amount of the bid security furnished by Bidder.
- C. The Bid amounts.

Bidders or their representatives and other interested persons may be present at the opening of the Bids. The RCDTC may, in its sole discretion, elect to postpone the opening of the submitted Bids. The RCDTC reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

ARTICLE 20. WITHDRAWAL OF BID

Any Bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw Bids shall be worded so as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted Bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to the RCDTC within five (5) working days of the Bid opening and in compliance with Public Contract Code section 5100 *et seq.*, or as otherwise may be allowed with the consent of the RCDTC.

ARTICLE 21. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one Bid for the same work unless alternate Bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from simultaneously submitting its own Bid as a prime contractor.

ARTICLE 22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments for the Work completed. The RCDTC will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the RCDTC will substitute securities for the amount retained in accordance with Public Contract Code Section 22300.

ARTICLE 23. PREVAILING WAGES

The RCDTC has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the RCDTC or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

ARTICLE 24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the Labor Code, contractors or subcontractors may not work on a public works project with a subcontractor ineligible to do so pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money paid to a debarred subcontractor by the Contractor for the Project shall be returned to the RCDTC. The Contractor shall be responsible for paying wages to workers of a debarred subcontractor allowed to work on the Project.

ARTICLE 25. INSURANCE REQUIREMENTS

Prior to commencing work, the successful Bidder shall purchase and maintain insurance as set forth in the General Conditions.

ARTICLE 26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful Bidder will be required to furnish a labor and material payment bond and a faithful performance bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of the RCDTC, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to the RCDTC within ten (10) calendar days from the date the RCDTC provides the successful bidder with the Notice of Award.

ARTICLE 27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the district in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

ARTICLE 28. FILING OF BID PROTESTS

Bidders may file a protest of a Bid with the RCDTC's Project Manager. For a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date or any RCDTC determination or recommendation regarding the Bidder's bid, as applicable.

- B. Clearly identify the specific irregularity or accusation.
- C. Clearly identify the specific RCDTC staff determination or recommendation being protested.
- D. Specify in detail the grounds for protest and the facts supporting the protest; and
- E. Include all relevant supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the RCDTC may reject the protest without further review.

If the protest is timely and complies with the above requirements, the RCDTC's [Project Manager], or other designated RCDTC staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The [Project Manager] will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim and/or legal proceedings.

ARTICLE 29. BASIS OF AWARD; BALANCED BID

The RCDTC shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined based on the Total Bid Price. The RCDTC may reject any Bid which, in its opinion when compared to other Bids received or to the RCDTC's internal estimates, does not accurately reflect the cost to perform the work. The RCDTC may reject as non-responsive any Bid which unevenly weights or allocates costs, including overhead and profit to one or more bid items.

ARTICLE 30. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsible Bidder submitting a responsive Bid, the RCDTC may award the Contract. The apparent successful Bidder should begin to prepare the following documents: (1) the performance bond; (2) the payment bond; and (3) the required insurance certificates and endorsements. The Performance Bond and Bidder bond should also be included in the original proposal. Once the RCDTC notifies the Bidder of the award, they will have ten calendar days from the date of this notification to execute the Contract and supply the RCDTC with all required documents and certifications. Once the RCDTC receives all the properly drafted and executed documents and certifications from the Bidder, it will issue a Notice to Proceed to that Bidder.

ARTICLE 31. EXECUTION OF CONTRACT

As required herein the Bidder to whom the award is made shall execute the Contract in the amount determined by the Contract Documents. The RCDTC may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Contract Documents and shall not be detached.

ARTICLE 32. QUESTIONS

Questions regarding this Notice Inviting Bids and Instruction to Bidders may be directed to Drew Barnhart, Project Manager II, dbarnhart@tehamacountyrcd.org 530-727-1294 ext. 104 or 916-525-5510.

No other members of the RCDTC staff or board members should be contacted about this procurement during the bidding process. All inquiries and comments about this Bid must be communicated in writing, unless otherwise instructed by the RCDTC. The RCDTC may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

BID FORMS

BID

Bids will be received at the [RCDTC, until <5> p.m. PST on <Wednesday>, <November > <27th>],

[Mineral Tree Removal Phase 2]

NAME OF BIDDER: _____

To the [Resource Conservation District of Tehama County], with its principal place of business at **202 Walnut Street, Red Bluff, CA 96080**

- A. In response to the Notice Inviting Bids dated [November 1st 2024] and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to the RCDTC to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the RCDTC, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices stated opposite the respective items set forth in the Bid Schedule.
- B. This Bid constitutes a firm offer to the RCDTC which cannot be withdrawn for 90 calendar days after the date set for opening of bids, or until a Contract is executed by the RCDTC and a third party, whichever is earlier.
- C. The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the RCDTC will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.
- D. If awarded a Contract, the undersigned agrees to execute and deliver to the RCDTC within ten (10) calendar days after date of receipt of Notice of Award, a signed Contract and the necessary performance bond, payment bond, and certificates of insurance and endorsements.
- E. The following Bid Forms, which have been completed and executed by the undersigned Bidder, are incorporated by this reference, and made a part of this Bid:
 - 1. Bid Schedule
 - 2. Bid security in the amount of not less than 10% of the Total Bid Price.
 - 3. Completed Designation of Subcontractors form.
 - 4. Fully executed Non collusion Declaration form.
 - 5. Completed Iran and Russia Contracting Act Certification form.

6. Completed Public Works Contractor DIR Registration Certification form.
7. Completed Contractor's Certificate Regarding Workers' Compensation form.
8. Completed Bidder Information and Experience Form.

F. A bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.

G. The undersigned is hereby representing that it is and will be properly licensed both when it submits a Bid and when the Contract is awarded (if it is awarded to the undersigned.)

1. Individual Contractor. Undersigned certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

License number: [REDACTED]

Expiration date: [REDACTED]

License classification: [REDACTED]

1. Joint Venture. Undersigned certifies that the individual members of the joint venture are now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

Member No. 1

Name: [REDACTED]

License number: [REDACTED]

Expiration date: [REDACTED]

License classification: [REDACTED]

Member No. 2

Name: [REDACTED]

License number: [REDACTED]

Expiration date: [REDACTED]

License classification: [REDACTED]

(If there are more than two members of the joint venture, attach a page for the additional member(s) with the above information.)

The undersigned has carefully examined the site conditions for the Work, attended the Mandatory Pre-Bid Conference/Site Tour, reviewed all documents and plans for construction in the bid package, including the Road Log for Construction Treatments of Specified Erosion Control Treatments Maps, Typical Drawings, Plans and Specifications, accepts all terms and conditions of the Agreement, and has reviewed the following Addenda, if any (fill in the blanks below as appropriate to the number of Addenda issued for the project):

Addendum No. _____, dated _____, 20 _____

Contractor:

Contractor's designated representative:

Address:

Telephone Number: _____ Cell number: _____

California Classification A Contractor License Number _____

Licensed Timber Operator Number _____

California Department of Industrial Relations Contractor Registration Number _____

LIST OF PROPOSED SUBCONTRACTORS

Listed hereinafter are the names and addresses of all Subcontractors who will be employed, if any, and the kind of work each will perform if the contract is awarded to the above signed contractor. I understand that under Public Contract Code Section 4100 et seq. (4104), I must clearly set forth:

- (a) The name, the location of the place of business, and the California contractor license number and DIR number of each subcontractor who will perform work or labor or render services for the prime contractor in or related to the construction of the works or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed or typical drawings

contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(b) The portion of the work which will be done by each Subcontractor under this contract and project. The Prime Contractor shall list only one (1) Subcontractor for each portion defined by the Prime Contractor in his or her bid, as listed in the eight items tabled above.

(c) If there are any violations of this Act, the Prime Contractor shall be subject to penalties set forth in Public Contract Code Sections 4110 and 4111.

Portion of Work	Name and Location of Place of Business	Contractor License Number	DIR Registration Number

[SIGNATURE ON NEXT PAGE]

I hereby certify under penalty of perjury under the laws of California that all the information submitted in connection with this Bid and all the representations made herein are true and correct.

Bidder: [redacted]

Bidder's Business Address:

(Company Name): [redacted]

By: [redacted]
(Signature)

(Type or print name):

(Title):

(Where signed) (City, State):

(Corporate seal)

Dated: [redacted]

State of Incorporation: [redacted]

Names and addresses of all partners or joint venturers:

Statement of the authority of signatory to bind Bidder:

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Treatment of 10-24.9 dbh trees	Tree	265		
2.	Treatment of 25-34.9 dbh trees	Tree	116		
3.	Treatment of 35-47.9 dbh trees	Tree	46		
4.	Treatment of 48+ dbh trees	Tree	2		
BASE BID (BID ITEMS # 1-4) TOTAL					\$
<ul style="list-style-type: none"> • Treatment will be decided collaboratively between RCDTC Forester, Contractor, LTO and CAL FIRE Representative. 					

<p style="text-align: center; margin: 0;">TOTAL AMOUNT (WRITTEN IN WORDS)</p> <p style="text-align: center; margin: 0;">\$ _____</p> <p style="text-align: center; margin: 0;">Total Base Bid in Numbers</p>

The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due/collected to Contractor for the performance of the work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the Bid as "non-responsive." In the event of a discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

To evaluate Bids, the RCDTC will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for comparing Bids only, and the RCDTC does not say that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the RCDTC from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Schedule constitutes a firm offer to the RCDTC which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the work is fully executed by the RCDTC and a third party, whichever is earlier.

If the Contract Documents specify alternate bid items, the RCDTC can choose to include any, all, or none of the alternate bid items in the Work. If the RCDTC selects any of the alternate bid items: the corresponding alternate bid prices shall be added to or deducted from Base Bid Price for the work. The RCDTC can discretionally award/select alternate bid items at any time(s).

Name of Bidder: _____

Signature: _____

Name and Title: _____

Date: _____

BID SECURITY

BID BOND

[Note: Not required when other form of Bidder's security, e.g., cash, certified check, or cashier's check, accompanies Bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the [RCDTC], with its principal place of business at [202 Walnut St. Red Bluff, CA], hereinafter called the RCDTC, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to the RCDTC for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying bid dated _____, 20____, for [Mineral Hazard Tree Removal Phase 2].

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the principal is awarded the Contract and provides all documents to the RCDTC as required by the Contract Documents; then this obligation shall be invalid. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the RCDTC, and judgment is recovered, Surety shall pay all litigation expenses incurred by the RCDTC in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On 08, 2014, before me, _____, Notary Public, personally
 appeared _____, who proved to me based on satisfactory.

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

<ul style="list-style-type: none"> .. Partner(s) <ul style="list-style-type: none"> .. Limited .. General .. Attorney-In-Fact .. Trustee(s) .. Guardian/Conservator .. Other: 	<p style="text-align: center;">Title or Type of Document</p> <hr/> <p style="text-align: center;">Number of Pages</p> <hr/> <p style="text-align: center;">Date of Document</p>
<p>Signer is representing: Name Of Person(s) Or Entity(ies)</p> <hr/>	<hr/> <p style="text-align: center;">Signer(s) Other Than Named Above</p>

NOTE: 08 This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On 08, 2014, before me, _____, Notary Public, personally
 appeared _____, who proved to me based on satisfactory.

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

	Title(s)	Title or Type of Document
.. Partner(s)	.. Limited .. General	Number of Pages
.. Attorney-In-Fact		Date of Document
.. Trustee(s)		
.. Guardian/Conservator		
.. Other:		
Signer is representing: Name Of Person(s) Or Entity(ies)		
_____		Signer(s) Other Than Named Above

NOTE: 08This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

BIDDER INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

(Indicate not applicable (“N/A”) where appropriate.)

NOTE: [OBJ] Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties within the joint venture.

1.0 Name of Bidder: [OBJ] _____

2.0 Type if Entity: [OBJ] _____

3.0 Bidder Address: _____

_____ (Telephone Number)

_____ (Email Address)

4.0 How many years has Bidder’s organization been in business as a Contractor?

5.0 How many years has Bidder’s organization been in business under its present name?

5.1 Under what other or former names has Bidder’s organization operated?

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: [OBJ] _____

6.2 State of Incorporation: [OBJ] _____

6.3 President’s Name: _____

6.4 Vice President’s Name(s): [OBJ] _____

6.5 Secretary’s Name: [OBJ] _____

6.6 Treasurer’s Name: [OBJ] _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: [OBJ] _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business:

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If yes, describe when, where, and why:

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

13.0 List Trade References:

14.0 List Bank References (Bank and Branch Address):

15.0 Name of Bonding Company and name and address of Agent:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

B. LIST OF CURRENT PROJECTS (BACKLOG)

[Duplicate page if needed for listing additional current projects.]

Project (Name)	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

C. **EXPERIENCE List** at least three (3) recently completed projects, or instream jobs (within the last 5 years) of comparable scope, employing similar tasks and constructing similar projects with similar environmental protection and compliance requirements, including the contract amounts, project name, and the names and telephone numbers of contract officers. Use additional sheets, as necessary.

1) Job/Project Name _____

Owner _____ Year _____ Contract Amount _____

Contact name _____ Phone _____

Project Description _____

2) Job/Project Name _____

Owner _____ Year _____ Contract Amount _____

Contact name _____ Phone _____

Project Description _____

3) Job/Project Name _____

Owner _____ Year _____ Contract Amount _____

Contact name _____ Phone _____

Project Description _____

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name, and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

The bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the RCDTC.

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Name of Bidder: _____

Signature: _____

Name and Title: _____

Date: _____

IRAN CONTRACTING ACT CERTIFICATION.

(Public Contract Code section 2200 et seq.)

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

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The RCDTC has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the RCDTC will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature:

Printed Name:

Title:

Firm Name:

Date:

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

EXECUTIVE ORDER FOR RUSSIA'S ACTIONS IN UKRAINE

Executive Order N-6-22 – Russia Sanctions on March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, which shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State. As required by Executive Order N-6-22, the Contractor certifies subject to penalty for perjury that.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Printed Name: [OBJ]

Title: [OBJ]

Firm Name: [OBJ]

Date: [OBJ]

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor will any contract be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations. [OBJ]

Name of Bidder: [OBJ]

DIR Registration Number: [OBJ]

DIR Registration Expiration: _____

Small Project Exemption: Yes _____ or No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. The bidder shall maintain a current DIR registration for the project's duration.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder: _____

Signature: _____

Name and Title: _____

Date: _____

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder: _____

Signature: _____

Name and Title: _____

Date: _____

CONTRACT FOR CONSTRUCTION

“MINERAL HAZARD TREE REMOVAL”

THIS CONTRACT is made ON _____ by and between the Resource Conservation District of Tehama County, ("OWNER" or "District") and _____ ("CONTRACTOR") with respect to the following recitals:

1. District is a public entity organized and existing under the laws of the State of California.
2. District desires to contract with Contractor to perform the work more particularly described below and Contractor desires to perform such work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the parties agree as follows:

Article 1 THE WORK

Contractor shall perform all the work as described in **Exhibit A – Scope of Work, Exhibit B Tree Inventory, Exhibit C – Mineral Treatment Map, and Exhibit D – LVNP Treatment Map**. All attachments and exhibits to this Agreement are incorporated herein in this reference.

Article 2 TIME OF COMMENCEMENT AND COMPLETION

A Tentative Notice to Proceed is expected to be issued **December 1st, 2024**, to allow contractor to start planning. A final notice of proceedings will be issued once outstanding contracts are finalized. The dates of Work are dictated by environmental protection requirements, weather, the Forest Practice Rules, and the overall construction work window. The Contractor shall diligently prosecute all Work to completion on or before **December 1st, 2025**, unless unforeseen circumstances happen, and are communicate with RCDTC (District). Time is of the essence of this Contract.

Article 3 CONTRACT SUM

The Contract Sum is the total amount payable by District to Contractor for the performance of all the work under the Contract. The Contract Sum is \$1,071,00.00 USD unless otherwise modified in accordance with this Contract.

Additionally, the District shall transfer to Contractor title to any dead or dying trees that are found to be merchantable timber after it has been removed from the property.

Article 4 PAYMENT SCHEDULE

4. Payment Schedule

- 4.1. The contractor shall submit to District on or before the 10th of each following month, an application for payment specifying in detail the labor and materials incorporated into the work during the previous month. This includes all required prevailing wage documents. The district will not submit Contractor's invoice to funder until all required documentation is in the district's possession and has been reviewed for accuracy. District's review of the application for payment and estimate of the value of labor and materials incorporated into the work shall be final. Upon completion of the work, the District shall have paid the

Contractor through monthly payment requests, provided the work has been accepted by the District, and subject to the provisions of Articles 5 and 8. The payment of progress payments shall not be construed as an absolute acceptance of the work up to the time of such payments, the entire work being subject to final inspection and approval of the District. Each progress payment request submitted by the Contractor shall be accompanied by the following:

- 4.2. Progress payment requests shall be submitted to the RCDTC Project Manager **monthly, by the 10th of each month** in arrears to:

Drew Barnhart
Resource Conservation District of
Tehama County
202 Walnut Street
Red Bluff, CA 96080
dbarnhart@tehamacountyrcd.org

- 4.3. The district will submit payments to CONTRACTOR within 15 days after it receives payment from the entities funding the project through grant agreements. The district shall not be obligated to pay for services before it receives the specific grant funding applicable to each respective request for payment from the funder.
- 4.4. For the full performance of the services described in the Agreement by CONTRACTOR, District shall pay CONTRACTOR based on the grant funding agreements (**Exhibit E “Cal Fire Grant Agreement Excerpt”**), the relevant terms of which are expressly included as though they are set forth in this Agreement and the reporting requirements set forth in the sections below:
- 4.4.1. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The CONTRACTOR agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The CONTRACTOR further agrees that it shall maintain separate Project accounts in accordance with accepted accounting principles.
- 4.4.2. RECORDS: Without limitation of the requirement to maintain Project accounts in accordance with accepted accounting principles, the CONTRACTOR agrees to:
1. Establish an official file for the Project which shall adequately document all significant actions relative to the Project.
 2. Establish separate accounts which shall adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement.
 3. Establish separate accounts which shall adequately depict all income received which is attributable to the Project, including any income attributable to grant funds disbursed under this Agreement.
 4. Establish an accounting system which shall adequately depict final total costs of the Project, including both direct and indirect costs.
 5. Establish such accounts and maintain such records as may be necessary for the district to fulfill federal reporting requirements, including all reporting requirements under federal tax statutes or regulations; and
 6. Maintain all other records necessary to support a state audit for a period of Ten (10) years.
- 4.5. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the CONTRACTOR. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be

approved by the District's Project Manager.

- 4.6. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulation, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
- 4.7. The invoice shall contain the following information:
 1. The word "INVOICE" shall appear in a prominent location at the top of page(s).
 2. Printed name of the CONTRACTOR.
 3. Business address of the CONTRACTOR, including P.O. Box, City, State, and Zip Code.
 4. The date of the invoice.
 5. The number of the Agreement upon which the claim is based; and
 6. An itemized account of the work for which the district is being billed by task.
 7. The time covered by the invoice, i.e., the term "from" and "to;"
 8. A brief description of the work performed.
 9. The amount due by task, based upon hourly unit cost for each labor category utilized. Other costs and charges shall be itemized at full cost supported by complete invoicing and other documentation.
 10. The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the CONTRACTOR under the terms of this Agreement; and
 11. Original signature of CONTRACTOR

Article 5 **PAYMENTS**

- 5.1 Payments shall be made as provided in Article 4.
- 5.2 The Owner will pay the Contractor ninety (90%) of the amount of each properly submitted and undisputed progress payment request. Ten percent (10%) of the amount of each payment request shall be retained by the Owner until final completion and acceptance of all work under the Contract; provided, however, that if the Owner, at any time after fifty percent (50%) of the work has been completed, finds that satisfactory progress is being made, the Owner may pay any or all of the remaining progress payments in full.
- 5.2 Payments may be withheld on account of (1) defective work not remedied; (2) claims or stop notices filed; (3) failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by Contractor.
- 5.3 Final payment shall not be due until Contractor has delivered to District a complete release of all stop notices arising out of this Contract or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to District indemnifying District against any such notice or lien.
- 5.4 In the event that the grant funding on which this Agreement relies is materially reduced or made unavailable, despite the parties understanding and expectations that no such disruption shall occur, the district shall have the unilateral right to terminate this Agreement and shall have no further obligation to Contractor beyond the work completed at the time of the termination.

Article 6

CONTRACT DOCUMENTS

6.1 The Contract Documents shall consist of this Contract; the Invitation to Bid, Instructions to Bidders, Bid Form, all required bonds and insurance, any attachments; any general, supplemental or special conditions to this Contract; any plans, specifications and drawings; any exhibits, addenda and bulletins; and any other documents, including but not limited to modifications, signed by both parties relating to the subject matter of this Contract. The intention of the Contract Documents is to place on Contractor the obligation to provide all labor, materials, equipment, and other items necessary for the proper execution and completion of the work and the terms and conditions of payment therefore, and to perform all work, which may be necessary to produce the intended results.

6.2 The term "work" as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in such construction.

Article 7

LANDOWNER

OWNER and Landowner have entered into a Landowner Agreement in the form attached hereto as **Exhibit J** ("Landowner Agreement"). The contractor shall comply with those terms of the Landowner Agreement that apply to the Contractor. In carrying out the Work under this Contract, Contractor shall undertake use of Landowner's Property at Contractor's sole risk and expense and accepts all risk relating to Contractor's occupancy and use of the Property.

Article 8

CONTRACTOR

8.1 Contractor shall supervise and direct the work using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract. If the work of the Contract is part of a larger project, Contractor shall communicate and cooperate with District and any other contractors on the project to the extent necessary so that the performance and sequence of the entire project may be carried forward in good order and in a timely manner.

8.2 Unless otherwise specifically noted in writing signed by District, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.

8.3 Contractor shall always enforce strict discipline and good order among Contractor's employees and shall not employ any unfit person or anyone not skilled in the task assigned.

8.4 Contractor represents and warrants to District that all materials, equipment, and work incorporated in the execution of this project shall be of excellent quality, free from faults and defects and in conformance with the Contract Documents. All materials, equipment and work not so conforming to these standards may be considered defective. This warranty shall be in addition to any other warranty provided by law or contract.

8.5 Contractor shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay for all permits, fees, and licenses necessary for the execution of the work. This responsibility for tax payment includes the payment of all timber tax related to the felling and removal of Timber from the Timber Production Zone. Contractor shall also defend and indemnify District against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the District

with respect to the tax liability of the Timber removed and transferred to Contractor.

- 8.6 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work and shall notify District if any of the Contract Documents are at variance therewith.
- 8.7 Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with Contractor.
- 8.8 Contractor shall always keep the project area free from waste materials or rubbish caused by Contractor's operations. At the completion of the work, Contractor shall remove all Contractors' waste materials and rubbish from and about the project as well as Contractor's tools, construction equipment, machinery, and surplus materials. If Contractor fails to clean up, District may do so and charge the cost to Contractor.
- 8.9 Contractor acknowledges that he or she has made an independent investigation of the job site, including underground conditions and all other conditions that might affect the progress of the work and is satisfied as to those conditions.
- 8.10 Contractor acknowledges that he or she has read and understands all the Contract Documents.
- 8.11 Contractor acknowledges awareness of the provisions of subsection (b) of Public Contract Code section 7103.5, which states as follows:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act ([15 U.S.C. Sec. 15](#)) or under the Cartwright Act (Chapter 2 (commencing with [Section 16700](#)) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective when the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

The contractor also acknowledges that these provisions may apply to the work being completed under this contract.

- 8.12 Contractor shall take all precautions necessary for fire prevention and control. The contractor shall have on site an adequate transportable water supply capable of fire suppression in the event a fire should result from execution of the work. All vehicles and equipment must be equipped with operable fire extinguishers and approved spark arrestors.

Article 9

PERFORMANCE FAILURES AND TERMINATION

Should Contractor refuse or fail for any reason to diligently, efficiently, timely, skillfully, safely or cooperatively prosecute the Contract Work; supply sufficient and competent supervision or labor; have sufficient materials and equipment of the proper quality and quantity; promptly correct work considered to be defective; pay its bills; or

discharge its obligations to under this Agreement, DISTRICT may upon forty eight (48) hours written notice to Contractor (except if Contractor advises DISTRICT that it is no longer in business, in which case, no notice is required) terminate Contractor and/or (except in the case of emergencies, in which case, no notice is required) provide such labor, materials, equipment, tools and services and deduct the cost thereof, together with any loss or damage occasioned thereby, from any payment due to Contractor. In addition, DISTRICT may use funds otherwise earned by

District may withhold all or part of applicable progress or final payments for the failure to submit complete and correct certified payrolls and related labor compliance documentation. Final payment may be withheld pending receipt and review of all Certified Payroll reports and all other required labor compliance documents.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Contractor agrees to attend a preconstruction meeting with RCDTC staff to discuss prevailing wage requirements. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Article 11 **COMPLIANCE** **WITH LAWS**

Contractor is responsible for all contributions, taxes, deposits, and other payments with respect to the wages, salaries, benefits, or other obligations paid or owed by Contractor to Contractor's employees and others who perform work or render services to Contractor. The contractor is responsible for all income, gross receipts, use, and other taxes applicable to materials, equipment, tools, and labor incorporated and used in the Contractor's performance of the Contract Work. Contractor shall comply with all laws, statutes (including, but not limited to, the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the California Environmental Quality Act, Cal. Public Resources Code § 21000 et seq.; the Endangered Species Act, 7 U.S.C. § 136, 16 U.S.C. § 1531 et seq.; the California Endangered Species Act, Cal. Fish and Game Code § 2050 et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; Lake and Streambed Alteration Program, Cal. Fish & Game Code § 1600, et seq.; and the National Historic Preservation Act, 16 U.S.C. § 470 et seq.; California Labor Code requirements, including Department of Industrial Relations (DIR) prevailing wage requirements; Federal Acquisition Regulations, 48 C.F.R. Chap. 1), regulations (including, but not limited to, those associated with the previously identified statutes), ordinances, building codes, permit conditions, recordkeeping and reporting obligations, mitigation measures and other government requirements of every nature applicable to the Contract Work, and shall obtain and hold all licenses, certifications and other government requirements necessary to perform the Contract Work.

Contractor shall conduct shore and trench safety operations in accordance with OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of the California Labor Code. The Contractor shall submit to OWNER a Site Safety Plan, which shall include details of provisions for worker protection from the caving ground.

Contractor shall comply with rules, policies and procedures pertaining to health, safety, substance abuse and general conduct in the workplace established by the California Occupational Safety and Health administration, and to other rules of law applicable to the Contract Work.

Article 12 **LIQUIDATED DAMAGES**

12.1 The time limit specified in Article 2 is of the essence of the Contract. Contractors shall complete the work by the Completion Date and achieve the Milestones specified in Article 2 unless District agrees in writing to an extension of time.

12.2 The term "day" as used in the Contract Documents shall mean calendar day.

12.3 Failure to complete the work within the time and in the manner provided for by the Contract documents shall subject Contractor to liquidated damages.

12.4 The actual occurrence of damages and the actual amount of the damages, which District would suffer if the work were not completed within the specified time set forth, are dependent upon many circumstances and conditions which could prevail in various combinations, and it is impracticable and extremely difficult to fix the actual damages. Damages that the district would suffer in the event of delay include loss of the use of the project, costs of administration, inspection, supervision, and the loss suffered by the public by reason of the delay in the work. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the number of damages sustained by the failure of the Contractor to complete the work within the time specified.

12.5 The amount of liquidated damages to be paid by Contractor to District for failure to complete the work specified shall be one-thousand US dollars (\$1,000.00) for each calendar day by which completion of the project is delayed beyond the completion date or milestones listed in Article 2, such amount being the actual cash value agreed upon as the loss to District resulting from Contractor's default. If completion date delays other contractual work, the Contractor shall pay the cost of other delayed work up to \$1,000.00 per day.

12.6 In the event Contractor shall become liable for liquidated damages under this Article, District, in addition to all other remedies provided by law, shall have the right to withhold all retained percentages of payments which would otherwise be or become due Contractor until the liability of Contractor under this section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of Contractor incurred under this Article, Contractor and its sureties shall continue to remain liable to District until all such liabilities are satisfied in full.

Article 13
EXHIBITS

All exhibits referred to in this Contract are attached hereto and are by this reference incorporated into and made up a part of this Contract.

Exhibit A – Scope of Work

1.1 Location of the Project.

A. [Mineral. Stringtown]

B. [Mineral. Parallel to HWY 36, Across from LVNP HQ]

1.2 Scope of Work.

A. The Scope of Work consists of []:

- Treatment of the classifications of trees; 10-25,25-35,35-47,48+ dbh, these trees have been inventoried by RCDTC staff for DBH, height, location and tree species. Treatment is classified by the RCDTC Forester and LTO hired by contractor. 430 Trees total, reference **Exhibit B** for DBH Classifications, Species, and estimated volume.
- Fuels treatments of lots to fulfill accordance with Public Resources Code 4290 and 4291.
 - Removal of trees to adhere to Public Resources Code 4290 and 4291: crown spacing requirements.
 - Chipping of small brush and resprout.
 - limbing of remaining trees (Minimum of 10ft from ground).
 - Removal of dead/downed trees/woody material on identified lots.
- Transporting of all material off-site and disposing of it in a manner that is in accordance with CALFIRE requirements for non-merchantable material.
- Provision of comprehensive utility marking (electric, gas, propane water, sewage/septic, etc.) on identified lots.
- Provision of traffic control [as needed in project areas –to include traffic control on worksites parallel to Highway 36].
- Acquisition of Cal Trans Encroachment permit for operating within CalTrans Easement/Right of way.
- Acquisition of Special Use Permit for utilization of Lassen Volcanic National Park (LVNP)landing/staging/reduction zone.
- After completion of project ensuring full cleaning and/or restoration of LVNP landing/staging/reduction zone.
- Contractor will create water bars for anti erosion measures post tree removal
- Slash will be less than 6” deep
- Contractor will refrain from rutting and rectify post treatment

B. The Scope of Work consists of []:

- Removal of hazard trees along HWY 36 located across from Lassen Volcanic National Park Headquarters.
- Tree removal budget including permitting and traffic control not to exceed \$60,000.00 USD.
- Provision of traffic control [as needed in project areas –to include traffic control on worksites parallel to Highway 36].
- Acquisition of Cal Trans Encroachment permit for operating within CalTrans Easement/Right of way.
- Coordination with Lassen Volcanic National Park personnel

ARTICLE 2 -MODIFICATIONS TO THE GENERAL CONDITIONS

- A. The Contractor shall follow the California Forest Practice Rules, Title 14, California Code of Regulations Chapter 4,4.5, and 10. Reference to the rules handbook can be found here:

[practice-rules-and-act-final.pdf](#)

- B. Timber operations shall comply with all operational provisions of the Forest Practice Act and District Forest Practice Rules. Title 14 CCR, Article 6, of the California Forest Practice Regulation.
- C. Project work being performed must follow the Northern Region (Sections 931 through 949.7) in the Forest Practice Rules
- D. Regulation is subject to change annually; the contractor will be expected to stay updated on rule changes and will notify the RCDTC and consulting RPF if any rule change Found at the following internet address:
<https://www.wildlife.ca.gov/Conservation/Environmental-Review>
- E. The Contractor will be expected to work with the RCDTC and its consulting forester and will communicate all project activities and any project challenges to the RCDTC Project Manager. Including Providing weekly updates of project status and lot completion
- F. Mineral property owners will sign over their timber rights to the Contractor. Once the trees are cut, they will become the property of the Contractor and will be expected to remove the tree and dispose of legally as the contractor sees fit.

Exhibit B – Tree Inventory (Mineral)

Mineral Hazard Tree Inventory		Species	Avg. DBH	Gross Vol. Estimate
DBH Range	Tree Count	Incense Cedar	21	15908
10-24.9	265	Ponderosa Pine	30	47927
25-34.9	116	White Fir	23	430696
35-47.9	46	Total		494531
48+	2			
Total	429			

Exhibit C – Mineral Tree Removal Map

Mineral Hazard Tree Removal Phase 2



Exhibit D – LVNP HQ Treatment Area Map



Exhibit E – Environmental Compliance

There are no known protected species within the project area. Protections for cultural resources present within the project area shall be reviewed with the Contractor prior to the start of work. With all environmentally sensitive areas, identification and avoidance during project implementation is important. Should any additional sensitive resources be found during project implementation, work in the affected area shall cease and the Registered Professional Forester (RPF), his designee or the Project Manager shall be notified immediately.

Contractor shall comply with all applicable federal, state and local laws, regulations and policies governing the funds and scope under this agreement.

RCD will conduct Best Management Practice (BMP's) inspections to ensure that the services are acceptable. Inspections do not relieve the Contractor of the responsibility for maintaining quality control. Compliance inspections will be made on a sporadic basis. Such inspections are not final, and do not constitute acceptance by the District.

Best Management Practices (BMP's)

Impacts on Special Status Species:

- There are no known locations of Special Status Species within the Project Area.
- If a Special Status Species is found within the project area, the Register Professional Forester (RPF) or the Project Manager shall be notified immediately. Buffers and/or limits on location and timing of operations will be implemented as recommended by the Department of Fish and Wildlife.
- A Special Status Species may include but is not limited to:
 - Gray Wolf (*Canis Lupus*)
 - California Spotted Owl (*Strix occidentalis*)
 - Northern Goshawk (*Accipiter gentilis*)
 - Bald Eagle (*Haliaeetus leucocephalus*)
 - Osprey (*Pandion haliaetus*)
 - Sierra Nevada Yellow-Legged Frog (*Rana sierra*)
 - Foothill yellow-legged frog (*Rana boylei*)
- Non-listed Raptors. If an occupied nest of a non-listed raptor is discovered during timber operations, all operations will be suspended and vegetation distributing activities within 0.25 miles of the occupied nest will cease until the RPF, his designee or the RCD project manager has a chance to identify the nest site, screen trees and any other important features related to the nesting site.

Impacts on Cultural Resources:

- There are no known locations of Culture Resources within the Project Area.
- If Cultural Resources are identified during operations these areas will be designated on the ground with flagging and an appropriate buffer zone will be established by the RPF and or his Designee. Operations shall cease immediately within 100 feet of the site and the following shall apply:
 - The use of equipment is prohibited within these zones.

- Hand thinning and removal of vegetation within these protection zones will be considered on a case-by-case basis.
- Wood chips may be cast into protection zones from outside of the protection zone boundary, but they should not be cast on historic-era buildings.

Watercourse Protections:

All streams and riparian vegetation shall be protected through implementation of Watercourse and Lake Protection Zones (WLPZ). Protections are as follows:

- Class II streams (other aquatic wildlife present):
 - 50 ft. buffer if side slopes <30%, 75 ft. buffer if side slopes between 30% and 50%, 100 ft. buffer if slopes >50%, flagged in **Blue**.
 - No equipment may enter the zone except on existing roads and trails. Vegetative material shall be hauled by hand out of stream protection zones to be chipped.
 - Residual trees shall be pruned to a height of 8-10 feet.
 - Treatment of the understory shall not reduce vegetative cover below 50%
 - Dead fuels ≤5 inches in diameter shall be removed.
- Class III streams (capable of sediment delivery to class II):
 - 25 ft. buffer if side slopes <30%, 50 ft. buffer if side slopes >30% flagged in **Blue & White stripe**.
 - No equipment may enter the zone except on existing roads and trails. Vegetative material shall be hauled by hand out of stream protection zones to be chipped.
- No equipment operations are permitted on saturated soils, as determined by the RPF or Project Manager. Saturated soil conditions may be indicated by potential for significant sediment discharge or equipment inoperability under its own power.
- No burn piles shall be created within protection zones for any stream.
- The Contractor is required to remove processed material from roadside ditches where it impedes flow or any water conveyance systems.

Erosion Control for Logging Roads **and Landings**:

- All Logging Road **and Landing surfaces** shall be adequately drained through the use of Logging Road and **Landing surface shaping** in combination with the installation of drainage structures or facilities and shall be hydrologically disconnected from Watercourses and lakes to the extent feasible.
- Drainage facilities and structures shall be installed along all Logging Roads and **all Landings** that are used for Timber Operations in sufficient number to minimize soil erosion and sediment transport and to prevent significant sediment discharge.
- Water breaks and rolling dips installed across Logging Roads **and Landings** shall be of sufficient size and number and be located to avoid collecting and discharging concentrated runoff onto fills, erodible soils, unstable areas, and connected headwall swales.
- Drainage facilities and structures shall discharge into vegetation, woody debris, or rock wherever possible. Where erosion-resistant material is not present, slash, rock, or other energy dissipating material shall be installed below the drainage facility or drainage structure outlet as necessary to minimize soil erosion and sediment transport and to prevent significant sediment discharge.

General Conditions

Noise:

- To mitigate noise impacts to neighbors, equipment operating may only operate between the hours of 7:00 a.m. and 5:00 p.m.
- Weekend work is not allowed unless express permission is given by the Project Manager.

Transportation and Traffic:

- Project activities are expected to take place on or near public roads and trails. Warning signs shall be posted in work areas to alert oncoming traffic and recreational users to the safety hazards associated with the operation. Signs shall be provided by Contractor, and signage shall be subject to approval by the Project Manager.

Servicing, Refueling, and Cleaning Equipment and Parking/Staging Areas:

- Allowed temporary refueling and servicing only at approved sites designated by Tehama County RCD. Rehabilitate temporary staging, parking, and refueling/servicing areas immediately following use. Report spills and initiate appropriate clean-up action in accordance with applicable State and Federal laws, rules and regulations. Remove contaminated soil and other material from the Project site and dispose of this material in a manner according to controlling regulations

Exhibit F – TGU Fire Prevention and Suppression Plan for Contractors

Summary: This guide has been developed to assist contractors working on CALFIRE sponsored projects within the Sacramento Valley floor areas of the Tehama-Glen Unit. The Corning Weather Station shall be the weather station to be used for determining the levels of industrial precautions for the following day during declared fire season. This guide generally draws upon the PALS system and serves as a fire prevention plan.

General Directions regarding weather conditions and firefighting equipment:

The contractor is responsible for accessing the weather station prior to 10am on the day prior to the day the contractor anticipates performing work associated with their fuel's reduction project. Based upon the predicted weather for that day, the following activities will be allowed.

All Operations the Following Equipment is required: a tank, truck, trailer (min 100 gallons) or other approved substitute shall be adjacent to the treatment area equipped with ample amount of hose and suitable nozzle. Enough hand tools shall be on site and immediately available to the contractors' employees. Each vehicle/ equipment shall have a 10lb ABC rated serviceable fire extinguisher. Serviceable communication devices on all vehicles and equipment with the ability to communicate with off-site personnel.

The following guidelines are to be followed.

RH% is above 20% and no red flag warnings are in place.
Allowable Operations: Hot Saws/Masticators/ Chain saws
Post Operations: Immediately after mechanical operations cease, fire patrol is required for two hours.
When RH% is below 20%.
Allowable Operations: Hot Saws/Masticators/Chainsaws may operate until 1pm
Prohibited Operations: welding or cutting metal after 1pm.
Post Operations: Immediately after mechanical operations cease, fire patrol is required for three hours.

Red Flag Warning – No operations allowed

The following activities may operate all day:

- Servicing equipment
- Dust abatement, road maintenance (except road grading)
- On a case-by-case basis a variance may be approved by the Duty Chief. Contact the TGU ECC for Duty Chief contact information. Variance's approval is contingent upon; 7-day predicted weather forecast, fuel conditions, site characteristics, current fire situation, state of contractor's equipment for prevention and suppression readiness, type of operations and social and community considerations.

NOTE: This guide is provided to assist the contractor to conduct work cautiously during fire season. Use of this guide does not relieve the contractor of liability in the event activities undertaken by contractor result in a fire start. The contractor is obligated to take all precautions to prevent fires and all suppression efforts to stop a fire should their activities result in starting a fire.

Exhibit G – County of Tehama x RCDTC Agreement

***Please Note – This agreement is expired, a comparable one will be created in near future will similar**

Hazardous Obstacle Removal Agreement

Mineral Vegetation Management Project

Permission is hereby given by the County of Tehama (the "County") for the Resource Conservation District of Tehama County (hereafter referred to as "RCDTC") and its officers, employees, agents, and any person authorized under contract with RCDTC (hereafter collectively and individually referred to as the "SPONSOR") to conduct at no costs to the County the clearance of obstacles within the County Right of Way on behalf of the Road Commissioner with all necessary equipment in the County of Tehama, State of California, in a manner described as follows:

COUNTY agrees to the following activities in support of hazard vegetation removal:

1. The County agrees to coordinate with the SPONSOR to discuss the hazard vegetation removal protocol in advance of and throughout Program work.
2. The County agrees to allow the SPONSOR to remove and manage non-native plant species and woody vegetative fuels determined as a fire or safety hazard to the public or structures that are also considered obstructions and/or encroachments in the County Right-of-Way. Vegetation will be treated* to reduce the volume of ignitable fuels. Woody material will be processed and properly removed from the County right-of-way.
3. The County agrees to allow the SPONSOR to apply a onetime herbicide treatment to the re-sprouts of removed woody plants within the treatment area in the right-of-way prior to the expiration of this permit (TEP). A California Qualified Applicator Licensee will conduct the herbicide application(s) and will be available for consultation. I understand that Program funding is limited and there is uncertainty if all Program properties will be scheduled to receive an herbicide treatment.
4. The County understands that the SPONSOR does not warrant, nor represent, that any work done in connection with this Program will prevent destruction to property attributable to wildfire or other.
5. The County agrees to collaborate with SPONSOR to provide legally sufficient notice to any property owner of hazardous trees that are obstacles in the in Right-of-Way to achieve the removal of hazard vegetation.

This Agreement is for the purpose described above, for such other purposes as may be incidental thereto, and subject to the following provisions:

1. SPONSOR shall exercise reasonable care in completing the Program work.
2. SPONSOR shall ensure that all notices as required under Chapter 6 of Division 2 of the California Streets and Highways Code are provided. (See Exhibit A (Guidelines for Notice Requirements).)
3. SPONSOR shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of SPONSOR, its subcontractors, agents, officers, employees, or volunteers, during the performance of the obligations under this Agreement except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right to approve any and all counsel employed to defend it.
4. SPONSOR agrees to either compensate the County for any damage or destruction to its roads, fences, structures, fixtures, or personal property, occurring by reason of the negligent exercise of rights granted herein, or to replace or restore said property.
5. SPONSOR shall provide at its own expenses and maintain at all times insurance pursuant to Exhibit B, "Insurance Requirements for Contractor", where Contractor in Exhibit B shall mean SPONSOR. Exhibit B is

Miscellaneous Agreement
2022-287

page 1 of 6

attached hereto and incorporated by reference. Insurance companies identified in compliance with Exhibit B shall be licensed in the State of California and SPONSOR shall provide evidence of such insurance to the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the state insurance policies identified in Exhibit B. At the time of execution of this agreement, SPONSOR shall furnish the County with copies of its insurance policies affecting coverage required by this Contract.

Other Terms

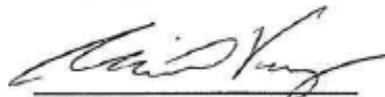
1. The term of this agreement is until December 31, 2025 or until otherwise terminated by one of the parties.
2. Either Party may terminate with 30-day notice for any reason or for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within five (5) business days of receipt of written notice and/or fails to diligently complete such correction thereafter.
3. The undersigned represents and warrants that they are legally authorized to enter into this agreement and no additional authorization is necessary to make this permit proper and effective.
4. SPONSOR shall adhere to the County's Recovered Organic Waste Product Procurement Policy as required in Resolution No. 2021-140 (available on request), as applicable, and is otherwise encouraged to conform to this policy.
5. SPONSOR and County agree that SPONSOR is an independent contractor and in no event shall be considered an employee of the County.
6. This Agreement is for the professional services of SPONSOR and SPONSOR shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of the County Road Commissioner.

** Equipment used by trained conservation technicians may include but is not limited to mower, chainsaw, masticator, chipper, boom lift, and hand sprayer.*

COUNTY

CONTRACTOR


Jim Simon, Director/Road Commissioner


Michael Vasey, President
RCD Board of Directors

Date: 9-8-22

Date: 9/7/2022

Approval as to Form

Tehama County Counsel
By Daniel Klausner, Senior Deputy County Counsel

Date: _____

Exhibit A
Guidelines for Notice Requirements

Definitions:

- (a) The term "highway" includes all or any part of the entire width of right of way of a county highway, whether or not such entire area is actually used for highway purposes.
- (b) The term "encroachment" includes any structure or object of any kind or character placed, without the authority of law, either in, under or over any county highway.

SPONSOR shall be authorized to immediately remove the following without notice:

- (a) An encroachment which obstructs or prevents the use of a county highway by the public.
- (b) An encroachment which consists of refuse.
- (c) An encroachment which is a traffic hazard.

If an encroachment does not fall within the above definitions, SPONSOR shall provide notice as follows:

- (a) Notice shall be provided to the current occupants at the property address which is identified as being the source of the encroachment or on which the encroachment is partially situated AND, if the owner resides elsewhere within the County, to the owner of the property at the address as it appears in the last equalized assessment roll.
- (b) If the owner of the property or responsible for the encroachment does not reside within the County, notice shall be posted on the encroachment.
- (c) The notice shall specify the breadth of the highway, the place and extent of the encroachment, and shall require the removal of such encroachment within ten (10) days either by the owner or person responsible for the encroachment or by SPONSOR with the owner's permission pursuant to a Temporary Entry Permit or the County may begin imposing a \$350 per day administrative penalty for each day that the encroachment exists within the County Right-of-Way since notice was provided. Further, after the ten-day notice period has expired, SPONSOR shall remove the encroachment at the direction of the Road Commissioner if the owner does not deny the tree is an encroachment. IF the owner denies the encroachment, the County shall commence an action in Tehama County Superior Court in the name of the County to abate the encroachment as a nuisance. If the County recovers judgment the County may, in addition to having the nuisance abated, recover the above-mentioned penalty of three hundred fifty dollars (\$350) for each day the nuisance remains after service or posting of notice, and also the costs in the action, as provided in Streets and Highways Code Section 1496.

Exhibit B

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the Insurance coverage, limits of coverage and other Insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County".

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Exhibit H – Cal Fire Agreement Excerpt

P.5 Stipulation of grant agreement to abide by local, state, and federal laws and regulations

DocuSign Envelope ID: 3907E165-5290-4984-A77E-05A24ECB3464

GRANT NUMBER 5GA22217
Tehama County Resource Conservation District
TinderSmart Tehama Program

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the STATE participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

P.21 Portion of Scope (NOTE: Overall treeremoval target # has changed)

Phase 2 Component would provide the following treatments; 1. The removal of 1600 hazard trees threatening existing structures and infrastructure, 2. The removal of smaller spindly trees and ladder fuels around the homes of residents, 3. The trimming of limbs of larger trees not threatening structures to 8' from the ground, 4. The removal of downed trees resulting from utility line vegetation treatments, and 5. The mastication of targeted vegetation on private parcels and along residential roadways. The implementation of the proposed Mineral Hazard Tree Removal Phase 2 Component will keep the community on a low hazard fuel trajectory. Grant Deliverables: Treat or remove 500 trees 25-35 dbh Treat or remove 600 trees 12-25 dbh. The Tindersmart Tehama: Large Land Fuel Reduction Component will provide fuels reduction services in critical "high-risk" fire zones in the eastern portion of Tehama County. The work will be conducted on properties up to 100 acres in size with a varying number of property owners

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California

Exhibit I – Prevailing Wage Determinations

Please reference Pages 62 to 96 for Prevailing Wage Determinations

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

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-8-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Butte, Colusa, Glenn, Lake, Mendocino, Plumas and Tehama Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Driver: Dump Truck	\$21.00	\$2.81 ^a	\$0.00	\$0.10 ^b	\$0.00	\$0.00	8.0	\$23.91	\$34.41 ^c	\$34.41

Recognized holidays:

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

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

* There is no predetermined increase applicable to this determination.

^a The contribution applies to hours until \$487.07 is paid for the month.

^b \$0.20 after 1 year of service,

\$0.50 after 2 years of service,

Add \$0.10 for every additional year of service to a maximum of \$1.50 per hour for over 13 years of service.

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

PREDETERMINED INCREASE

CRAFT:

Traffic Control/Lane Closure (Laborer) and Parking and Highway Improvement Painter (Laborer)

DETERMINATIONS:

NC-23-102-13-2024-2 and NC-23-102-13-2024-2A

LOCALITIES:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

The predetermined increases for the above named crafts apply only to the current determinations for work being performed on public works projects with bid advertisement dates on or after September 1, 2024, until these determinations are superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

TRAFFIC CONTROL/LANE CLOSURE (LABORER) and PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

Determinations NC-23-102-13-2024-2 and NC-23-102-13-2024-2A are currently in effect and expire on June 30, 2025**.

Effective July 1, 2025, there will be an increase of \$2.65 to be allocated to wages and/or fringes.

Effective July 1, 2026, there will be an increase of \$2.65 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

Issued 8/22/2024, Effective 9/1/2024 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2024

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

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

Determination:

NC-23-261-1-2024-1

Issue Date:

August 22, 2024

Expiration date of determination:

June 30, 2025** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities:

All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (including employer payments):

Classification ^a (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^b	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$41.54	8	\$75.57	\$96.34	\$96.34	\$117.11
Group 2	\$41.84	8	\$75.87	\$96.79	\$96.79	\$117.71
Group 3	\$42.14	8	\$76.17	\$97.24	\$97.24	\$118.31
Group 4	\$42.49	8	\$76.52	\$97.77	\$97.77	\$119.01
Group 5	\$42.84	8	\$76.87	\$98.29	\$98.29	\$119.71
Group 6	USE DUMP TRUCK YARDAGE RATE					
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED					
Group 8 (Trainee) ^c ^d Step I – 1 st 1000 Hours ^e Step II – 2 nd 1000 Hours ^f Step III – 3 rd 1000 Hours						

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$20.49
Pension	\$9.26
Vacation and Holiday	\$2.30
Training	\$1.20
Other ⁹	\$0.78

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

**Craft: TEAMSTER (SPECIAL SINGLE SHIFT RATE)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

Determination:
NC-23-261-1-2024-1A

Issue Date:
August 22, 2024

Expiration date of determination:
June 30, 2025** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities:
All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^b	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$43.54	8	\$77.57	\$99.34	\$99.34	\$121.11
Group 2	\$43.84	8	\$77.87	\$99.79	\$99.79	\$121.71
Group 3	\$44.14	8	\$78.17	\$100.24	\$100.24	\$122.31
Group 4	\$44.49	8	\$78.52	\$100.77	\$100.77	\$123.01
Group 5	\$44.84	8	\$78.87	\$101.29	\$101.29	\$123.71
Group 6	USE DUMP TRUCK YARDAGE RATE					
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED					

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^b	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 8 (Trainee) ^c ^d Step I – 1 st 1000 Hours ^e Step II – 2 nd 1000 Hours ^f Step III – 3 rd 1000 Hours						

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$20.49
Pension	\$9.26
Vacation and Holiday	\$2.30
Training	\$1.20
Other ^g	\$0.78

CLASSIFICATIONS:

GROUP 1

Dump Trucks under 6 yards
Single Unit Flat Rack (2 axle unit)
Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)
Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)
Concrete pump machine
Snow Buggy
Steam Cleaning
Bus or Manhaul Driver
Escort or Pilot Car Driver
Pickup Truck
Teamster Oiler/Greaser/and or Serviceman
Hook Tenders
Team Drivers
Warehouseman
Tool Room Attendant (Refineries)
Fork Lift and Lift Jitneys
Warehouse Clerk/Parts Man
Fuel and/or Grease Truck Driver or Fuelman
Truck Repair Helper
Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

GROUP 2

Dump Trucks 6 yards Under 8 yards
Transit Mixers through 10 yards
Water Trucks Under 7000 gals.
Jetting Trucks Under 7000 gals.
Single Unit flat rack (3 axle unit)
Highbed Heavy Duty Transport
Scissor Truck
Rubber Tired Muck Car (not self-loaded)
Rubber Tired Truck Jumbo
Winch Truck and "A" Frame Drivers
Combination Winch Truck With Hoist
Road Oil Truck or Bootman

Buggymobile
Ross, Hyster and similar Straddle Carrier
Small Rubber Tired Tractor
Truck Dispatcher

GROUP 3

Dump Trucks 8 yards and including 24 yards
Transit Mixers Over 10 yards
Water Trucks 7000 gals and over
Jetting Trucks 7000 gals and over
Vacuum Trucks under 7500 gals
Trucks Towing Tilt Bed or Flat Bed Pull Trailers
Heavy Duty Transport Tiller Man
Tire Repairman
Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane
P.B. or Similar Type Self Loading Truck
Combination Bootman and Road Oiler
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)
Ammonia Nitrate Distributor, Driver and Mixer
Snow Go and/or Plow

GROUP 4

Dump Trucks over 25 yards and under 65 yards
Vacuum Trucks 7500 gals and over.
Truck Repairman
Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers
Helicopter Pilots
Lowbed Heavy Duty Transport (up to and including 7 axles)
DW 10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5

Dump Truck 65 yards and over
Holland Hauler
Lowbed Heavy Duty Transport (over 7 axles)

GROUP 6 (Use dump truck yardage rate)

Articulated Dump Truck
Bulk Cement Spreader (w/ or w/o Auger)
Dumpcrete Truck
Skid Truck (Debris Box)
Dry Pre-Batch Concrete Mix Trucks
Dumpster or Similar Type
Slurry Truck

GROUP 7 (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer
Asphalt Burner
Scarifier Burner
Fire Guard
Industrial Lift Truck (mechanical tailgate)
Utility and Clean-up Truck
Composite Crewman

GROUP 8

Trainee

Recognized holidays:

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

Travel and/or subsistence payment:

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

^a For classifications within each group, see Pages 5 and 6.

^b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

^c An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

^d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^g Supplemental Dues and Contract Administration.

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

Craft: OPERATING ENGINEER (HEAVY AND HIGHWAY WORK) #

Determination:
NC-23-63-1-2024-2

Issue Date:
August 22, 2024

Expiration date of determination:
June 29, 2025** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Locality:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 1):

Classification (Journey person) Classification Group ^a	Basic Hourly Rate	Hours ^b	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$64.15	8	\$97.65	\$129.73	\$161.80
Group 2	\$62.62	8	\$96.12	\$127.43	\$158.74
Group 3	\$61.14	8	\$94.64	\$125.21	\$155.78
Group 4	\$59.76	8	\$93.26	\$123.14	\$153.02
Group 5	\$58.49	8	\$91.99	\$121.24	\$150.48
Group 6	\$57.17	8	\$90.67	\$119.26	\$147.84
Group 7	\$56.03	8	\$89.53	\$117.55	\$145.56
Group 8	\$54.89	8	\$88.39	\$115.84	\$143.28
Group 8-A	\$52.68	8	\$86.18	\$112.52	\$138.86
ALL CRANES & ATTACHMENTS: Group 1	\$65.78	8	\$99.28	\$132.17	\$165.06
Truck Crane Assistant to Engineer	\$58.81	8	\$92.31	\$121.72	\$151.12
Assistant to Engineer	\$56.52	8	\$90.02	\$118.28	\$146.54
Group 1-A	\$65.03	8	\$98.53	\$131.05	\$163.56
Truck Crane Assistant to Engineer	\$58.06	8	\$91.56	\$120.59	\$149.62
Assistant to Engineer	\$55.77	8	\$89.27	\$117.16	\$145.04
Group 2-A	\$63.27	8	\$96.77	\$128.41	\$160.04
Truck Crane Assistant to Engineer	\$57.80	8	\$91.30	\$120.20	\$149.10

Classification (Journey person) Classification Group ^a	Basic Hourly Rate	Hours ^b	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Assistant to Engineer	\$55.56	8	\$89.06	\$116.84	\$144.62
Group 3-A	\$61.53	8	\$95.03	\$125.80	\$156.56
Truck Crane Assistant to Engineer	\$57.56	8	\$91.06	\$119.84	\$148.62
Hydraulic	\$57.17	8	\$90.67	\$119.26	\$147.84
Assistant to Engineer	\$55.28	8	\$88.78	\$116.42	\$144.06
Group 4-A	\$58.49	8	\$91.99	\$121.24	\$150.48

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 2):

Classification (Journey person) Classification Group ^a	Basic Hourly Rate	Hours ^b	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$66.15	8	\$99.65	\$132.73	\$165.80
Group 2	\$64.62	8	\$98.12	\$130.43	\$162.74
Group 3	\$63.14	8	\$96.64	\$128.21	\$159.78
Group 4	\$61.76	8	\$95.26	\$126.14	\$157.02
Group 5	\$60.49	8	\$93.99	\$124.24	\$154.48
Group 6	\$59.17	8	\$92.67	\$122.26	\$151.84
Group 7	\$58.03	8	\$91.53	\$120.55	\$149.56
Group 8	\$56.89	8	\$90.39	\$118.84	\$147.28
Group 8-A	\$54.68	8	\$88.18	\$115.52	\$142.86
ALL CRANES & ATTACHMENTS:	\$67.78	8	\$101.28	\$135.17	\$169.06
Group 1					
Truck Crane Assistant to Engineer	\$60.81	8	\$94.31	\$124.72	\$155.12
Assistant to Engineer	\$58.52	8	\$92.02	\$121.28	\$150.54
Group 1-A	\$67.03	8	\$100.53	\$134.05	\$167.56
Truck Crane Assistant to Engineer	\$60.06	8	\$93.56	\$123.59	\$153.62
Assistant to Engineer	\$57.77	8	\$91.27	\$120.16	\$149.04
Group 2-A	\$65.27	8	\$98.77	\$131.41	\$164.04
Truck Crane Assistant to Engineer	\$59.80	8	\$93.30	\$123.20	\$153.10
Assistant to Engineer	\$57.56	8	\$91.06	\$119.84	\$148.62
Group 3-A	\$63.53	8	\$97.03	\$128.80	\$160.56
Truck Crane Assistant to Engineer	\$59.56	8	\$93.06	\$122.84	\$152.62
Hydraulic	\$59.17	8	\$92.67	\$122.26	\$151.84
Assistant to Engineer	\$57.28	8	\$90.78	\$119.42	\$148.06
Group 4-A	\$60.49	8	\$93.99	\$124.24	\$154.48

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$13.38
Pension	\$11.28
Vacation and Holiday ^d	\$6.03
Training	\$1.21
Other	\$1.60

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

Craft: OPERATING ENGINEER (HEAVY AND HIGHWAY WORK) #
 (SPECIAL SINGLE AND SECOND SHIFT)

Determination:
 NC-23-63-1-2024-2

Issue Date:
 August 22, 2024

Expiration date of determination:
 June 29, 2025** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Locality:
 All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 1):

Classification (Journey person) (Special Single and Second Shift) Classification Group ^a	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$70.15	8	\$103.65	\$138.73	\$173.80
Group 2	\$68.62	8	\$102.12	\$136.43	\$170.74
Group 3	\$67.14	8	\$100.64	\$134.21	\$167.78
Group 4	\$65.76	8	\$99.26	\$132.14	\$165.02
Group 5	\$64.49	8	\$97.99	\$130.24	\$162.48
Group 6	\$63.17	8	\$96.67	\$128.26	\$159.84
Group 7	\$62.03	8	\$95.53	\$126.55	\$157.56
Group 8	\$60.89	8	\$94.39	\$124.84	\$155.28
Group 8-A	\$58.68	8	\$92.18	\$121.52	\$150.86
ALL CRANES & ATTACHMENTS: Group 1	\$71.78	8	\$105.28	\$141.17	\$177.06
Truck Crane Assistant to Engineer	\$64.81	8	\$98.31	\$130.72	\$163.12
Assistant to Engineer	\$62.52	8	\$96.02	\$127.28	\$158.54
Group 1-A	\$71.03	8	\$104.53	\$140.05	\$175.56

Classification (Journeyman) (Special Single and Second Shift) Classification Group ^a	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Truck Crane Assistant to Engineer	\$64.06	8	\$97.56	\$129.59	\$161.62
Assistant to Engineer	\$61.77	8	\$95.27	\$126.16	\$157.04
Group 2-A	\$69.27	8	\$102.77	\$137.41	\$172.04
Truck Crane Assistant to Engineer	\$63.80	8	\$97.30	\$129.20	\$161.10
Assistant to Engineer	\$61.56	8	\$95.06	\$125.84	\$156.62
Group 3-A	\$67.53	8	\$101.03	\$134.80	\$168.56
Truck Crane Assistant to Engineer	\$63.56	8	\$97.06	\$128.84	\$160.62
Hydraulic	\$63.17	8	\$96.67	\$128.26	\$159.84
Assistant to Engineer	\$61.28	8	\$94.78	\$125.42	\$156.06
Group 4-A	\$64.49	8	\$97.99	\$130.24	\$162.48

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 2):

Classification (Journeyman) (Special Single and Second Shift) Classification Group ^a	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$72.15	8	\$105.65	\$141.73	\$177.80
Group 2	\$70.62	8	\$104.12	\$139.43	\$174.74
Group 3	\$69.14	8	\$102.64	\$137.21	\$171.78
Group 4	\$67.76	8	\$101.26	\$135.14	\$169.02
Group 5	\$66.49	8	\$99.99	\$133.24	\$166.48
Group 6	\$65.17	8	\$98.67	\$131.26	\$163.84
Group 7	\$64.03	8	\$97.53	\$129.55	\$161.56
Group 8	\$62.89	8	\$96.39	\$127.84	\$159.28
Group 8-A	\$60.68	8	\$94.18	\$124.52	\$154.86
ALL CRANES & ATTACHMENTS:					
Group 1	\$73.78	8	\$107.28	\$144.17	\$181.06
Truck Crane Assistant to Engineer	\$66.81	8	\$100.31	\$133.72	\$167.12
Assistant to Engineer	\$64.52	8	\$98.02	\$130.28	\$162.54
Group 1-A	\$73.03	8	\$106.53	\$143.05	\$179.56
Truck Crane Assistant to Engineer	\$66.06	8	\$99.56	\$132.59	\$165.62
Assistant to Engineer	\$63.77	8	\$97.27	\$129.16	\$161.04
Group 2-A	\$71.27	8	\$104.77	\$140.41	\$176.04
Truck Crane Assistant to Engineer	\$65.80	8	\$99.30	\$132.20	\$165.10
Assistant to Engineer	\$63.56	8	\$97.06	\$128.84	\$160.62
Group 3-A	\$69.53	8	\$103.03	\$137.80	\$172.56
Truck Crane Assistant to Engineer	\$65.56	8	\$99.06	\$131.84	\$164.62
Hydraulic	\$65.17	8	\$98.67	\$131.26	\$163.84
Assistant to Engineer	\$63.28	8	\$96.78	\$128.42	\$160.06
Group 4-A	\$66.49	8	\$99.99	\$133.24	\$166.48

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$13.38
Pension	\$11.28
Vacation and Holiday ^d	\$6.03
Training	\$1.21
Other	\$1.60

CLASSIFICATIONS

GROUP 1

Drill Equipment, over 200,000 lbs
 Operator of Helicopter (when used in erection work)
 Hydraulic Excavator 7 cu yds and over
 Power Shovels, over 7 cu yds

GROUP 2

Highline Cableway
 Hydraulic Excavator 3 1/2 cu yds up to 7 cu yds
 Licensed Construction Work Boat Operator, On Site
 Microtunneling Machine
 Power Blade Operator (finish)
 Power Shovels, (over 1 cu yd and up to and including 7 cu yds m.r.c.)

GROUP 3

Asphalt Milling Machine
 Cable Backhoe
 Combination Backhoe and Loader over 3/4 cu yds
 Continuous Flight Tie Back Machine
 Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply
 Crane Mounted Drill Attachments, Tonnage to apply
 Dozer, Slope Board
 Drill Equipment, over 100,000 lbs up to and including 200,000 lbs
 Gradall
 Hydraulic Excavator up to 3 1/2 cu yds
 Loader 4 cu yds and over
 Long Reach Excavator
 Multiple Engine Scrapers (when used as push pull)
 Power Shovels, up to and including 1 cu yd
 Pre-Stress Wire Wrapping machine
 Side Boom Cat, 572 or larger
 Track Loader 4 cu yds and over
 Tree removal, site clearing and grubbing equipment as follows: Self-Loading Skidder, Forwarder, Heel Boom, Albach (tree removal/site clearing and grubbing), Feller Buncher, Processor, Harvester, Timber Handler - Sennebogen or similar (tree removal/site clearing and grubbing), Log Yoder, Track-Mounted Grinders/Chippers, Stroke Delimber, Knuckle Boom (not inclusive of grapple hook trucks).

Wheel Excavator (up to and including 750 cu yds per hour)

GROUP 4

Asphalt Plant Engineer/Boxman
 Chicago Boom
 Combination Backhoe and Loader up to and including 3/4 cu yds
 Concrete Batch Plants (wet or dry)
 Dozer and/or Push Cat
 Drill Equipment, over 50,000 lbs up to and including 100,000 lbs
 Pull-Type Elevating Loader
 Gradesetter, Grade Checker (GPS, mechanical or otherwise)
 Grooving and Grinding Machine
 Heading Shield Operator
 Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar
 Heavy Duty Repairman and/or Welder
 Lime Spreader
 Loader under 4 cu yds
 Lubrication and Service Engineer (mobile and grease rack)
 Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar)
 Miller Formless M-9000 Slope Paver or similar
 Portable Crushing and Screening plants
 Power Blade Support
 Roller Operator, Asphalt
 Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc)
 Rubber-Tired Earthmoving Equipment (Scrapers)
 Slip Form Paver (concrete)
 Small Tractor with Drag
 Soil Stabilizer (P&H or equal)
 Spider Plow and Spider Puller
 Timber Skidder
 Track Loader up to 4 yards
 Tractor Drawn Scraper
 Tractor, Compressor Drill Combination
 Tubex Pile Rig

Unlicensed Construction Work Boat Operator, On Site
Welder
Woods-Mixer (and other similar Pugmill equipment)

GROUP 5

Cast-In Place Pipe Laying Machine
Combination Slusher and Motor Operator
Concrete Conveyor or Concrete Pump, Truck or
Equipment Mounted
Concrete Conveyor, Building Site
Concrete Pump or Pumpcrete Guns
Drilling Equipment, Watson 2000, Texoma 700 or
similar
Drilling and Boring Machinery, Horizontal (not to apply
to waterliners, wagon drills or jackhammers)
Concrete Mixers/all
Man and/or Material Hoist
Mechanical Finishers (concrete) (Clary, Johnson,
Bidwell Bridge Deck or similar types)
Mechanical Burm, Curb and/or Curb and Gutter
Machine, Concrete or Asphalt
Mine or Shaft Hoist
Portable Crushers
Power Jumbo Operator (setting slip-forms, etc., in
tunnels)
Screedman (automatic or manual)
Self Propelled Compactor with Dozer
Tractor with boom, D6 or smaller
Trenching Machine, maximum digging capacity over 5
ft. depth
Vermeer T-600B Rock Cutter or similar

GROUP 6

Armor-Coater (or similar)
Ballast Jack Tamper
Boom-Type Backfilling Machine
Asst. Plant Engineer
Bridge and/or Gantry Crane
Chemical Grouting Machine, truck mounted
Chip Spreading Machine Operator
Concrete Barrier Moving Machine
Concrete Saws (self-propelled unit on streets,
highways, airports, and canals)
Deck Engineer
Drill Doctor
Drill Equipment, over 25,000 lbs up to and including
50,000 lbs
Drilling Equipment Texoma 600, Hughes 200 series
or similar up to and including 30 ft. m.r.c.
Helicopter Radioman
Hydro-Hammer or similar
Line Master
Skidsteer Loader, Bobcat larger than 743 series or
similar (with attachments)

Locomotive
Rotating Extendable Forklift, Lull Hi-Lift or similar
Assistant to Engineer, Truck Mounted Equipment
Pavement Breaker, Truck Mounted, with compressor
combination
Paving Fabric Installation and/or Laying Machine
Pipe Bending Machine (pipelines only)
Pipe Wrapping Machine (Tractor propelled and
supported)
Screedman, (except asphaltic concrete paving)
Self-Loading Chipper
Self Propelled Pipeline Wrapping Machine
Tractor

GROUP 7

Ballast Regulator
Cary Lift or similar
Combination Slurry Mixer and/or Cleaner
Coolant/Slurry Tanker Operator (hooked to
Grooving/Grinding Machine)
Drilling Equipment, 20 ft and under m.r.c.
Drill Equipment, over 1,000 lbs up to and including
25,000 lbs
Fireman Hot Plant
Grouting Machine Operator
Highline Cableway Signalman
Stationary Belt Loader (Kolman or similar)
Lift Slab Machine (Vagtborg and similar types)
Maginnes Internal Full Slab Vibrator
Material Hoist (1 Drum)
Mechanical Trench Shield
Partsman (heavy duty repair shop parts room)
Pavement Breaker with or without Compressor
Combination
Pipe Cleaning Machine (tractor propelled and
supported)
Post Driver
Roller (except Asphalt), Chip Seal
Self Propelled Automatically Applied Concrete Curing
Machine (on streets, highways, airports and canals)
Self Propelled Compactor (without dozer)
Signalman
Slip-Form Pumps (lifting device for concrete forms)
Super Sucker Vacuum Truck
Tie Spacer
Trenching Machine (maximum digging capacity up to
and including 5 ft depth)
Truck Type Loader

GROUP 8

Bit Sharpener
Boiler Tender
Box Operator
Brakeman

Combination Mixer and Compressor
(shotcrete/gunite)
Compressor Operator
Deckhand
Fireman
Generators
Gunite/Shotcrete Equipment Operator
Heavy Duty Repairman Helper
Hydraulic Monitor
Ken Seal Machine (or similar)
Mast Type Forklift
Mixermobile
Assistant to Engineer
Pump Operator
Refrigerator Plant
Reservoir-Debris Tug (Self-Propelled Floating)
Ross Carrier (Construction site)
Rotomist Operator
Self Propelled Tape Machine
Shuttlecar
Self Propelled Power Sweeper Operator (Includes
Vacuum Sweeper)
Slusher Operator
Surface Heater
Switchman
Tar Pot Fireman
Tugger Hoist, Single Drum
Vacuum Cooling Plant
Welding Machine (powered other than by electricity)

GROUP 8-A

Articulated Dump Truck Operator
Elevator Operator
Mini Excavator under 25 H.P. (Backhoe-Trencher)
Skidsteer Loader, Bobcat 743 series or Smaller and
similar (without attachments)

ALL CRANES AND ATTACHMENTS:

GROUP 1

DESCRIPTIONS FOR AREAS 1 AND 2:

Area 1 is all of Northern California within the following Township, State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount
Diablo Base and Meridian,
Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range
6E,
Thence Southerly to the Southwest corner of Township 20S, Range 6E,
Thence Easterly to the Northwest corner of Township 21S, Range 7E
Thence Southerly to the Southwest corner of Township 21S, Range 7E
Thence Easterly to the Northwest corner of Township 22S, Range 9E,
Thence Southerly to the Southwest corner of Township 22S, Range 9E,
Thence Easterly to the Northwest corner of Township 23S, Range 10E,

Cranes over 250 tons
Derrick over 250 tons
Self Propelled Boom Type Lifting Device over 250
tons

GROUP 1-A

Clamshells and Draglines over 7 cu yds
Cranes over 100 tons
Derrick, over 100 tons
Derrick Barge Pedestal mounted over 100 tons
Self Propelled Boom Type Lifting Device Over 100
tons
Tower Cranes

GROUP 2-A

Clamshells and Draglines over 1 cu yds up to and
including 7 cu yds
Cranes over 45 tons up to and including 100 tons
Derrick Barge 100 tons and under
Mobile Self-Erecting Tower Crane (Potain) over 3
stories
Self Propelled Boom Type Lifting Device over 45 tons

GROUP 3-A

Clamshells and Draglines up to and including 1 cu yd
Cranes 45 tons and under
Mobile Self-Erecting Tower Crane (Potain), 3 stories
and under
Self Propelled Boom Type Lifting Device 45 tons and
under

GROUP 4-A

Boom Truck or dual-purpose A-Frame Truck, Non-
Rotating over 15 tons.
Truck Mounted Rotating Telescopic Boom Type
Lifting Device, Manitex or similar (Boom Truck -over
15 tons)
Truck-Mounted Rotating Telescopic Boom Type
Lifting Device, Manitex or Similar (Boom Truck),
under 15 tons

Thence Southerly to the Southwest corner of Township 24S, Range 10E,
Thence Easterly to the Southwest corner of Township 24S, Range 31E,
Thence Northerly to the Northeast corner of Township 20S, Range 31E,
Thence Westerly to the Southeast corner of Township 19S, Range 29E,
Thence Northerly to the Northeast corner of Township 17S, Range 29E,
Thence Westerly to the Southeast corner of Township 16S, Range 28E,
Thence Northerly to the Northeast corner of Township 13S, Range 28E,
Thence Westerly to the Southeast corner of Township 12S, Range 27E,
Thence Northerly to the Northeast corner of Township 12S, Range 27E,
Thence Westerly to the Southeast corner of Township 11S, Range 26E,
Thence Northerly to the Northeast corner of Township 11S, Range 26E,
Thence Westerly to the Southeast corner of Township 10S, Range 25E,
Thence Northerly to the Northeast corner of Township 9S, Range 25E,
Thence Westerly to the Southeast corner of Township 8S, Range 24E,
Thence Northerly to the Northeast corner of Township 8S, Range 24E,
Thence Westerly to the Southeast corner of Township 7S, Range 23E,
Thence Northerly to the Northeast corner of Township 6S, Range 23E,
Thence Westerly to the Southeast corner of Township 5S, Range 20E,
Thence Northerly to the Northeast corner of Township 5S, Range 20E,
Thence Westerly to the Southeast corner of Township 4S, Range 19E,
Thence Northerly to the Northeast corner of Township 1S, Range 19E,
Thence Westerly to the Southeast corner of Township 1N, Range 18E,
Thence Northerly to the Northeast corner of Township 3N, Range 18E,
Thence Westerly to the Southeast corner of Township 4N, Range 17E,
Thence Northerly to the Northeast corner of Township 4N, Range 17E,
Thence Westerly to the Southeast corner of Township 5N, Range 15E,
Thence Northerly to the Northeast corner of Township 5N, Range 15E,
Thence Westerly to the Southeast corner of Township 6N, Range 14E,
Thence Northerly to the Northeast corner of Township 10N, Range 14E,
Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
Thence Westerly to the Southeast corner of Township 18N, Range 10E,
Thence Northerly to the Northeast corner of Township 20N, Range 10E,
Thence Westerly to the Southeast corner of Township 21N, Range 9E,
Thence Northerly to the Northeast corner of Township 21N, Range 9E,
Thence Westerly to the Southeast corner of Township 22N, Range 8E,
Thence Northerly to the Northeast corner of Township 22N, Range 8E,
Thence Westerly to the Northwest corner of Township 22N, Range 8E,
Thence Northerly to the Southwest corner of Township 27N, Range 8E,
Thence Easterly to the Southeast corner of Township 27N, Range 8E,
Thence Northerly to the Northeast corner of Township 28N, Range 8E,
Thence Westerly to the Southeast corner of Township 29N, Range 6E,
Thence Northerly to the Northeast corner of Township 32N, Range 6E,
Thence Westerly to the Northwest corner of Township 32N, Range 6E,
Thence Northerly to the Northeast corner of Township 35N, Range 5E,
Thence Westerly to the Southeast corner of Township 36N, Range 3E,
Thence Northerly to the Northeast corner of township 36N, Range 3E,
Thence Westerly to the Southeast corner of Township 37N, Range 1W,
Thence Northerly to the Northeast corner of Township 38N, Range 1W,
Thence Westerly to the Southeast corner of Township 39N, Range 2W,
Thence Northerly to the Northeast corner of Township 40N, Range 2W,
Thence Westerly to the Southeast corner of Township 41N, Range 4W,

Thence Northerly to the Northeast corner of Township 42N, Range 4W,
Thence Westerly to the Southeast corner of Township 43N, Range 5W,
Thence Northerly to the California/Oregon State Border,
Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
Thence Southerly to the Southwest corner of Township 43N, Range 8W,
Thence Easterly to the Southeast corner of Township 43N, Range 8W,
Thence Southerly to the Southwest corner of Township 42N, Range 7W,
Thence Easterly to the Southeast corner of Township 42N, Range 7W,
Thence Southerly to the Southwest corner of Township 41N, Range 6W,
Thence Easterly to the Northwest corner of Township 40N, Range 5W,
Thence Southerly to the Southwest corner of Township 38N, Range 5W,
Thence Westerly to the Northwest corner of Township 37N, Range 6W,
Thence Southerly to the Southwest corner of Township 35N, Range 6W,
Thence Westerly to the Northwest corner of Township 34N, Range 10W,
Thence Southerly to the Southwest corner of Township 31N, Range 10W,
Thence Easterly to the Northwest corner of Township 30N, Range 9W,
Thence Southerly to the Southwest corner of Township 30N, Range 9W,
Thence Easterly to the Northwest corner of Township 29N, Range 8W,
Thence Southerly to the Southwest corner of Township 23N, Range 8W,
Thence Easterly to the Northwest corner of Township 22N, Range 6W,
Thence Southerly to the Southwest corner of Township 16N, Range 6W,
Thence Westerly to the Southeast corner of Township 16N, Range 9W,
Thence Northerly to the Northeast corner of Township 16N, Range 9W,
Thence Westerly to the Southeast corner of Township 17N, Range 12W,
Thence Northerly to the Northeast corner of Township 18N, Range 12W,
Thence Westerly to the Northwest corner of Township 18N, Range 15W,
Thence Southerly to the Southwest corner of Township 14N, Range 15W,
Thence Easterly to the Northwest corner of Township 13N, Range 14W,
Thence Southerly to the Southwest corner of Township 13N, Range 14W,
Thence Easterly to the Northwest corner of Township 12N, Range 13W,
Thence Southerly to the Southwest corner of Township 12N, Range 13W,
Thence Easterly to the Northwest corner of Township 11N, Range 12W,
Thence Southerly into the Pacific Ocean and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
Thence Easterly to the Northwest corner of Township 1S, Range 2E,
Thence Southerly to the Southwest corner of Township 2S, Range 2E,
Thence Easterly to the Northwest corner of Township 3S, Range 3E,
Thence Southerly to the Southwest corner of Township 5S, Range 3E,
Thence Easterly to the Southeast corner of Township 5S, Range 4E,
Thence Northerly to the Northeast corner of Township 4S, Range 4E,
Thence Westerly to the Southeast corner of Township 3S, Range 3E,
Thence Northerly to the Northeast corner of Township 5N, Range 3E,
Thence Easterly to the Southeast corner of Township 6N, Range 5E,
Thence Northerly to the Northeast corner of Township 7N, Range 5E,
Thence Westerly to the Southeast corner of Township 8N, Range 3E,
Thence Northerly to the Northeast corner of Township 9N, Range 3E,
Thence Westerly to the Southeast corner of Township 10N, Range 1E,
Thence Northerly to the Northeast corner of Township 13N, Range 1E,
Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the following lines:
Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
Thence Easterly to the Southeast corner of Township 12N, Range 16E,

Thence Northerly to the Northeast corner of Township 12N, Range 16E,
Thence Westerly to the Southeast corner of Township 13N, Range 15E,
Thence Northerly to the Northeast corner of Township 13N, Range 15E,
Thence Westerly to the Southeast corner of Township 14N, Range 14E,
Thence Northerly to the Northeast corner of Township 16N, Range 14E,
Thence Westerly to the Northwest corner of Township 16N, Range 12E,
Thence Southerly to the Southwest corner of Township 16N, Range 12E,
Thence Westerly to the Northwest corner of Township 15N, Range 11E,
Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,
Area 2 shall be all areas not part of Area 1 described above.

Recognized holidays:

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

Travel and/or subsistence payment:

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

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classifications within each group, see Pages 5 – 7.

^b When three shifts are employed for five (5) or more consecutive days, seven and one-half (7½) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

^c Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

^d Includes an amount for supplemental dues.

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

Craft: LABORER AND RELATED CLASSIFICATIONS#

Determination:

NC-23-102-1-2024-2

Issue Date:

August 22, 2024

Expiration date of determination:

June 29, 2025** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification ^a (Journey person)	Basic Hourly Rate ^b	Hours ^c	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$38.45	8	\$68.36	\$87.59	\$106.81
Group 1; Group 1(B) ^e	\$37.75	8	\$67.66	\$86.54	\$105.41
Group 1 (A)	\$37.97	8	\$67.88	\$86.87	\$105.85
Group 1 (C)	\$37.80	8	\$67.71	\$86.61	\$105.51
Group 1 (E)	\$38.30	8	\$68.21	\$87.36	\$106.51
Group 1 (G)	\$37.95	8	\$67.86	\$86.84	\$105.81
Group 2	\$37.60	8	\$67.51	\$86.31	\$105.11
Group 3; Group 3 (A)	\$37.50	8	\$67.41	\$86.16	\$104.91
Group 4; Group 6 (B)	\$31.19	8	\$61.10	\$76.70	\$92.29
Group 6	\$38.71	8	\$68.62	\$87.98	\$107.33
Group 6 (A)	\$38.21	8	\$68.12	\$87.23	\$106.33
Group 6 (C)	\$37.62	8	\$67.53	\$86.34	\$105.15
Group 6 (D)	\$38.33	8	\$68.24	\$87.41	\$106.57
Group 6 (E)	\$37.35	8	\$67.26	\$85.94	\$104.61
Group 7 – Stage 1 (1 st 6 months)	\$26.25	8	\$56.16	\$69.29	\$82.41
Group 7 – Stage 2 (2 nd 6 months)	\$30.00	8	\$59.91	\$74.91	\$89.91
Group 7 – Stage 3 (3 rd 6 months)	\$33.75	8	\$63.66	\$80.54	\$97.41

WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification ^a (Journey person)	Basic Hourly Rate ^b	Hours ^c	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$37.45	8	\$67.36	\$86.09	\$104.81
Group 1; Group 1(B) ^e	\$36.75	8	\$66.66	\$85.04	\$103.41
Group 1 (A)	\$36.97	8	\$66.88	\$85.37	\$103.85
Group 1 (C)	\$36.80	8	\$66.71	\$85.11	\$103.51
Group 1 (E)	\$37.30	8	\$67.21	\$85.86	\$104.51
Group 2	\$36.60	8	\$66.51	\$84.81	\$103.11
Group 3; Group 3 (A)	\$36.50	8	\$66.41	\$84.66	\$102.91
Group 4; Group 6 (B)	\$30.19	8	\$60.10	\$75.20	\$90.29
Group 6	\$37.71	8	\$67.62	\$86.48	\$105.33
Group 6 (A)	\$37.21	8	\$67.12	\$85.73	\$104.33
Group 6 (C)	\$36.62	8	\$66.53	\$84.84	\$103.15
Group 6 (D)	\$37.33	8	\$67.24	\$85.91	\$104.57
Group 6 (E)	\$36.35	8	\$66.26	\$84.44	\$102.61
Group 7 – Stage 1 (1 st 6 months)	\$25.55	8	\$55.46	\$68.24	\$81.01
Group 7 – Stage 2 (2 nd 6 months)	\$29.20	8	\$59.11	\$73.71	\$88.31
Group 7 – Stage 3 (3 rd 6 months)	\$32.85	8	\$62.76	\$79.19	\$95.61

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$10.60
Pension	\$14.96
Vacation and Holiday	\$3.51
Training	\$0.52
Other	\$0.32

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

Craft: LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)#

Determination:

NC-23-102-1-2024-2A

Issue Date:

August 22, 2024

Expiration date of determination:

June 29, 2025** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification ^a (Journeyperson)	Basic Hourly Rate ^b	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$41.45	8	\$71.36	\$92.09	\$112.81
Group 1; Group 1(B) ^e	\$40.75	8	\$70.66	\$91.04	\$111.41
Group 1 (A)	\$40.97	8	\$70.88	\$91.37	\$111.85
Group 1 (C)	\$40.80	8	\$70.71	\$91.11	\$111.51
Group 1 (E)	\$41.30	8	\$71.21	\$91.86	\$112.51
Group 1 (G)	\$40.95	8	\$70.86	\$91.34	\$111.81
Group 2	\$40.60	8	\$70.51	\$90.81	\$111.11
Group 3; Group 3 (A)	\$40.50	8	\$70.41	\$90.66	\$110.91
Group 4; Group 6 (B)	\$34.19	8	\$64.10	\$81.20	\$98.29
Group 6	\$41.71	8	\$71.62	\$92.48	\$113.33
Group 6 (A)	\$41.21	8	\$71.12	\$91.73	\$112.33
Group 6 (C)	\$40.62	8	\$70.53	\$90.84	\$111.15
Group 6 (D)	\$41.33	8	\$71.24	\$91.91	\$112.57
Group 6 (E)	\$40.35	8	\$70.26	\$90.44	\$110.61
Group 7 – Stage 1 (1 st 6 months)	\$29.25	8	\$59.16	\$73.79	\$88.41
Group 7 – Stage 2 (2 nd 6 months)	\$33.00	8	\$62.91	\$79.41	\$95.91
Group 7 – Stage 3 (3 rd 6 months)	\$36.75	8	\$66.66	\$85.04	\$103.41

WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification ^a (Journey person) Group	Basic Hourly Rate ^b	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$40.45	8	\$70.36	\$90.59	\$110.81
Group 1; Group 1(B) ^e	\$39.75	8	\$69.66	\$89.54	\$109.41
Group 1 (A)	\$39.97	8	\$69.88	\$89.87	\$109.85
Group 1 (C)	\$39.80	8	\$69.71	\$89.61	\$109.51
Group 1 (E)	\$40.30	8	\$70.21	\$90.36	\$110.51
Group 2	\$39.60	8	\$69.51	\$89.31	\$109.11
Group 3; Group 3 (A)	\$39.50	8	\$69.41	\$89.16	\$108.91
Group 4; Group 6 (B)	\$33.19	8	\$63.10	\$79.70	\$96.29
Group 6	\$40.71	8	\$70.62	\$90.98	\$111.33
Group 6 (A)	\$40.21	8	\$70.12	\$90.23	\$110.33
Group 6 (C)	\$39.62	8	\$69.53	\$89.34	\$109.15
Group 6 (D)	\$40.33	8	\$70.24	\$90.41	\$110.57
Group 6 (E)	\$39.35	8	\$69.26	\$88.94	\$108.61
Group 7 – Stage 1 (1 st 6 months)	\$28.55	8	\$58.46	\$72.74	\$87.01
Group 7 – Stage 2 (2 nd 6 months)	\$32.20	8	\$62.11	\$78.21	\$94.31
Group 7 – Stage 3 (3 rd 6 months)	\$35.85	8	\$65.76	\$83.69	\$101.61

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$10.60
Pension	\$14.96
Vacation and Holiday	\$3.51
Training	\$0.52
Other	\$0.32

CLASSIFICATIONS

Construction Specialist

ASPHALT IRONERS AND RAKERS
CHAINSAW
CONCRETE DIAMOND CHAINSAW
LASER BEAM IN CONNECTION WITH
LABORER'S WORK
MASONRY AND PLASTER TENDER
MECHANICAL PIPE LAYER-ALL TYPES
REGARDLESS OF TYPE OR METHOD OF
POWER
CAST IN PLACE MANHOLE FORM SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER – 300 OR SIMILAR TYPE
(AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS
DIAMOND CORE DRILLER
MULTIPLE UNIT DRILLS
HIGH SCALERS (INCLUDING DRILLING OF
SAME)
HYDRAULIC DRILLS
CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY
ONLY, USE GROUP 1 (G) FOR SOME OF THE
FOLLOWING CLASSIFICATIONS)

ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE
TAMPERS
BIOHAZARD CLEANUP WORKER
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS,
CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL
WORKER
CERTIFIED HAZARDOUS WASTE WORKER
(INCLUDING LEAD ABATEMENT)
COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND ½
YARD
CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW
CRIBBERS AND/OR SHORING
CUT GRANITE CURB SETTER
DRI PAK-IT MACHINE
FALLER, LOGLOADER AND BUCKER
FORM RAISERS, SLIP FORMS
GREEN CUTTERS
HEADERBOARD MEN, HUBSETTERS,
ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER,

100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING
ASPHALT, LAY KOLD, CREOSOTE, LIME,
CAUSTIC AND SIMILAR TYPE MATERIALS
(APPLYING MEANS APPLYING DIPPING, OR
HANDLING OF SUCH MATERIALS)
LAGGING, SHEETING, WHALING, BRACING,
TRENCH-JACKING, LAGGING HAMMER
MAGNESITE, EPOXY RESIN, FIBER GLASS AND
MASTIC WORKERS (WET/DRY)
NO JOINT PIPE AND STRIPPING OF SAME,
INCLUDING REPAIR OF VOIDS
PAVEMENT BREAKERS AND SPADERS,
INCLUDING TOOL GRINDER
PERMA CURBS
PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING
IN CONNECTION WITH PIPELAYING)
PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND
ELECTRIC POWER BROOM SWEEPERS
POWER TAMPERS OF ALL TYPES, EXCEPT AS
SHOWN IN GROUP 2
RAM SET GUN AND STUD GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER,
INCLUDING PLACING OF SACKED
CONCRETE AND/OR SAND (WET OR DRY)
AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD
CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH
ROTOTILLER
SAND BLASTERS, POTMEN, GUNMEN, AND
NOZZLEMEN
SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND
SALVAGING OF SASH, WINDOWS,
DOORS, PLUMBING AND ELECTRIC
FIXTURES)
TANK CLEANERS
TREE CLIMBERS
TRENCHLESS TECHNOLOGY LABORER- PIPE
INSTALLATION, BURSTING, RELINING, OR
SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA
CONTROLLER, CCTV
TURBO BLASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION

WITH LABORER'S WORK
VIBRATORS

GROUP 1 (A)

ALL WORK OF LOADING, PLACING AND
BLASTING OF ALL POWDER &
EXPLOSIVES OF WHATEVER TYPE,
REGARDLESS OF METHOD USED FOR
LOADING AND PLACING
JOY DRILL MODEL TWM-2A
GARDENER-DENVER MODEL DH 143 AND
SIMILAR TYPE DRILLS
TRACK DRILLERS
JACK LEG DRILLERS
WAGON DRILLERS
MECHANICAL DRILLERS-ALL TYPES
REGARDLESS OF TYPE OR METHOD
OF POWER
BLASTERS AND POWDERMAN
TREE TOPPER
BIT GRINDER

GROUP 1 (B) -- SEE GROUP 1 RATES

SEWER CLEANERS (ANY WORKMEN WHO
HANDLE OR COME IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS)
SHALL RECEIVE \$4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY
ACTIVE SEWER MANHOLES SHALL RECEIVE
\$5.00 PER DAY ABOVE GROUP 1 WAGE
RATES.

GROUP 1 (C)

BURNING AND WELDING IN CONNECTION
WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR
TYPE WELDING

GROUP 1 (D)

SEE FOOTNOTE A ON PAGE 8

GROUP 1 (E)

WORK ON AND/OR IN BELL HOLE FOOTINGS
AND SHAFTS THEREOF, AND WORK ON AND
IN DEEP FOOTINGS (DEEP FOOTINGS IS A
HOLE 15 FEET OR MORE IN DEPTH)
SHAFT IS AN EXCAVATION OVER FIFTEEN (15)
FEET DEEP OF ANY TYPE

GROUP 1 (G) APPLIES ONLY TO WORK IN
CONTRA COSTA COUNTY

PIPELAYERS (INCLUDING GRADE CHECKING
IN CONNECTION WITH PIPELAYING),
CAULKERS, BANDERS, PIPEWRAPPERS,
CONDUIT LAYERS, PLASTIC PIPE LAYER,
PRESSURE PIPE TESTER, NO JOINT PIPE
AND STRIPPING OF SAME, INCLUDING
REPAIR OF VOIDS, PRECAST MANHOLE
SETTERS, CAST IN PLACE MANHOLE FORM
SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(H)

SEE FOOTNOTE A ON PAGE 8

GROUP 2

ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY
CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING
WORK)
CONCRETE BUCKET DUMPER AND
CHUTEMAN
CONCRETE CHIPPING AND GRINDING
CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER
(ONE CHUCKTENDER ON SINGLE MACHINE
OPERATION WITH MINIMUM OF ONE
CHUCKTENDER FOR EACH TWO MACHINES
ON MULTIPLE MACHINE OPERATION.
JACKHAMMERS IN NO WAY INVOLVED IN
THIS ITEM.)
GUINEA CHASER (STAKEMAN), GROUT CREW
HIGH PRESSURE NOZZLEMAN, ADDUCTORS
HYDRAULIC MONITOR (OVER 100 LBS.
PRESSURE)
LOADING AND UNLOADING, CARRYING AND
HANDLING OF ALL RODS AND MATERIALS
FOR USE IN REINFORCING CONCRETE
CONSTRUCTION
PITTSBURGH CHIPPER, AND SIMILAR TYPE
BRUSH SHREDDERS
SEMI-SKILLED WRECKER (SALVAGING OF
OTHER BUILDING MATERIALS) – SEE ALSO
SKILLED WRECKER (GROUP 1)
SLOPER
SINGLEFOOT, HAND HELD, PNEUMATIC
TAMPER
ALL PNEUMATIC, AIR, GAS AND ELECTRIC
TOOLS NOT LISTED IN GROUPS 1 THROUGH
1 (F)
JACKING OF PIPE-UNDER 12 INCHES

GROUP 3

CONSTRUCTION LABORERS INCLUDING
BRIDGE LABORERS, GENERAL LABORERS
AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER
FLAGPERSON/PEDESTRIAN MONITOR
FIRE WATCHER
FENCE ERECTORS, INCLUDING TEMPORARY
FENCING
GUARDRAIL ERECTORS
GARDENER, HORTICULTURAL AND
LANDSCAPE LABORERS (SEE GROUP 4, FOR
LANDSCAPE MAINTENANCE ON NEW
CONSTRUCTION DURING PLANT
ESTABLISHMENT PERIOD)
JETTING
LIMBERS, BRUSH LOADERS, AND PILERS
PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES)
AND INTERLOCKING PAVER MACHINES
MAINTENANCE, REPAIR TRACKMEN AND
ROAD BEDS
STREETCAR AND RAILROAD CONSTRUCTION
TRACK LABORERS
TEMPORARY AIR AND WATER LINES,
VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)
TREE REMOVAL
WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 3 (A) -- SEE GROUP 3 RATES
COMPOSITE CREW PERSON (OPERATION OF
VEHICLES, WHEN IN CONJUNCTION WITH
LABORER'S DUTIES)

GROUP 4

ALL FINAL CLEANUP OF DEBRIS, GROUNDS
AND BUILDINGS NEAR THE COMPLETION OF
THE PROJECT INCLUDING BUT NOT LIMITED
TO STREET CLEANERS (NOT APPLICABLE
TO ENGINEERING OR HEAVY HIGHWAY
PROJECTS)
CLEANING AND WASHING WINDOWS (NEW
CONSTRUCTION ONLY), SERVICE
LANDSCAPE LABORERS (SUCH AS
GARDENER, HORTICULTURE, MOWING,
TRIMMING, REPLANTING, WATERING
DURING PLANT ESTABLISHMENT PERIOD)
ON NEW CONSTRUCTION
BRICK CLEANERS (JOB SITE ONLY)
MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR
LANDSCAPE MAINTENANCE WORK AFTER
THE PLANT ESTABLISHMENT PERIOD OR
WARRANTY PERIOD IS PUBLISHED IN THE
NORTHERN CALIFORNIA LANDSCAPE
MAINTENANCE LABORER DETERMINATION.

GROUP 6

STRUCTURAL NOZZLEMAN

GROUP 6 (A)

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)
RODMAN
GROUNDMAN

GROUP 6 (B) -- SEE GROUP 4 RATES GUNITE
TRAINEE (ONE GUNITE LABORER SHALL BE
ALLOWED FOR EACH THREE (3)
JOURNEYMAN (GROUP 6, 6A, 6C, OR
GENERAL LABORER) ON A CREW. IN THE
ABSENCE OF THE JOURNEYMAN, THE
GUNITE TRAINEE RECEIVES THE
JOURNEYMAN SCALE.).

NOTE: THIS RATIO APPLIES ONLY TO WORK
ON THE SAME JOB SITE.

GROUP 6 (C)

REBOUNDMAN

GROUP 6 (D)

ALIGNER OF WIRE WINDING MACHINE IN
CONNECTION WITH GUNITING OR SHOT
CRETE

GROUP 6 (E)

ALIGNER HELPER OF WIRE WINDING
MACHINE IN CONNECTION WITH GUNITING
OR SHOT CRETE

GROUP 7

ENTRY LEVEL LANDSCAPE LABORER (RATIO
FOR ENTRY LEVEL IS ONE IN THREE. AT
LEAST ONE SECOND PERIOD ENTRY LEVEL
AND AT LEAST ONE THIRD PERIOD ENTRY
LEVEL MUST BE EMPLOYED BEFORE
EMPLOYING ANOTHER FIRST PERIOD
TRAINEE).

NOTE: THIS RATIO APPLIES ONLY TO WORK
ON THE SAME JOB SITE

Recognized holidays:

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

Travel and/or subsistence payment:

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

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

- ^a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.
- GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).
- ^b ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.
- ^c WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.
- ^d RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS WORKED ON MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.
- ^e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 6 FOR DETAILS

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

**Craft: #TRAFFIC CONTROL/LANE CLOSURE (LABORER)
AND
#PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)**

Determination:
NC-23-102-13-2024-2

Issue Date:
August 22, 2024

Expiration date of determination:
June 30, 2025** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.
AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

Wages and Employer Payments (Area 1):

Classification TRAFFIC CONTROL AND RELATED CLASSIFICATIONS	Basic Hourly Rate	Health and Welfare	Pension ^a	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Saturday Overtime Hourly Rate (1 ½ X) ^{cd}	Sunday/ Holiday Overtime Hourly Rate (2 X) ^e
Traffic Control Person I	\$38.81	\$10.60	\$14.96	\$3.51	\$0.52	\$0.32	8	\$68.72	\$88.125	\$88.125	\$107.53
Traffic Control Person II	\$36.31	\$10.60	\$14.96	\$3.51	\$0.52	\$0.32	8	\$66.22	\$84.375	\$84.375	\$102.53
Construction Zone Traffic Control Pilot Car, Flag Person	\$38.51	\$10.60	\$14.96	\$3.51	\$0.52	\$0.32	8	\$68.42	\$87.675	\$87.675	\$106.93

Wages and Employer Payments (Area 2):

Classification TRAFFIC CONTROL AND RELATED CLASSIFICATIONS	Basic Hourly Rate	Health and Welfare	Pension ^a	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Saturday Overtime Hourly Rate (1 ½ X) ^{cd}	Sunday/ Holiday Overtime Hourly Rate (2 X) ^e
Traffic Control Person I	\$37.81	\$10.60	\$14.96	\$3.51	\$0.52	\$0.32	8	\$67.72	\$86.625	\$86.625	\$105.53
Traffic Control Person II	\$35.31	\$10.60	\$14.96	\$3.51	\$0.52	\$0.32	8	\$65.22	\$82.875	\$82.875	\$100.53
Construction Zone Traffic Control Pilot Car, Flag Person	\$37.51	\$10.60	\$14.96	\$3.51	\$0.52	\$0.32	8	\$67.42	\$86.175	\$86.175	\$104.93

Determination:

NC-23-102-13-2024-2A

Issue Date:

August 22, 2024

Expiration date of determination:

June 30, 2025** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

AREA 2 – San Joaquin, Tuolumne, and Yolo Counties.

Wages and Employer Payments (Area 1):

Classification STRIPER AND RELATED CLASSIFICATIONS	Basic Hourly Rate	Health and Welfare	Pension ^a	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Saturday Overtime Hourly Rate (1 ½ X) ^{cd}	Sunday/ Holiday Overtime Hourly Rate (2 X) ^e
Group 1	\$41.70	\$10.60	\$14.35	\$3.51	\$0.52	\$0.29	8	\$70.97	\$91.820	\$91.820	\$112.67
Group 2	\$40.20	\$10.60	\$14.35	\$3.51	\$0.52	\$0.29	8	\$69.47	\$89.570	\$89.570	\$109.67
Group 3	\$38.45	\$10.60	\$14.35	\$3.51	\$0.52	\$0.29	8	\$67.72	\$86.945	\$86.945	\$106.17
Group 4	\$36.35	\$10.60	\$14.35	\$3.51	\$0.52	\$0.29	8	\$65.62	\$83.795	\$83.795	\$101.97

Wages and Employer Payments (Area 2):

Classification STRIPER AND RELATED CLASSIFICATIONS	Basic Hourly Rate	Health and Welfare	Pension ^a	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Saturday Overtime Hourly Rate (1 ½ X) ^{cd}	Sunday/ Holiday Overtime Hourly Rate (2 X) ^e
Group 1	\$42.69	\$7.10	\$10.21	\$3.30	\$0.50	\$0.27	8	\$64.07	\$85.415	\$85.415	\$106.76
Group 2	\$38.95	\$7.10	\$10.21	\$3.30	\$0.50	\$0.27	8	\$60.33	\$79.805	\$79.805	\$99.28
Group 3	\$37.20	\$7.10	\$10.21	\$3.30	\$0.50	\$0.27	8	\$58.58	\$77.180	\$77.180	\$95.78
Group 4	\$36.62	\$7.10	\$10.21	\$3.30	\$0.50	\$0.27	8	\$58.00	\$76.310	\$76.310	\$94.62

Group 1

Traffic Striping Applicator

Group 2

Traffic Delineating Device Applicator
 Traffic Protective System Installer
 Pavement Markings Applicator
 Decorative Asphalt Surfacing Applicator

Group 3

Traffic Surface Abrasive Blaster
 Pot Tender

Group 4

Parking Lots, Game Courts & Playground Striping Applicator
 Decorative Asphalt Surfacing Laborer

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the

[Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

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

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a Includes an amount for the Annuity Trust Fund.

^b Includes an amount for Supplemental Dues.

^c One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays.

^d Saturdays or scheduled sixth (6th) consecutive work day in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.

^e Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked, or Sundays and holidays.

PREDETERMINED INCREASE

CRAFT:

Laborer and Related Classifications (All Shifts)

DETERMINATIONS:

NC-23-102-1-2024-2 and NC-23-102-1-2024-2A

LOCALITIES:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

These predetermined increases apply to the above referenced determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2024** until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project, has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LABORER: All Classifications, Areas and All Shifts (Except Group 7, Stage 1-3)

Determinations NC-23-102-1-2024-2 and NC-23-102-1-2024-2A are currently in effect and expire on June 29, 2025**.

Effective June 30, 2025, there will be an increase of \$2.65 to be allocated to wages and/or employer payments.

Effective June 29, 2026, there will be an increase of \$2.65 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

LABORER: Group 7 - Stage 1 (1st 6 Months)(All Areas)(All Shifts)

Determinations NC-23-102-1-2024-2 and NC-23-102-1-2024-2A are currently in effect and expire on June 29, 2025**.

Effective June 30, 2025, there will be an increase of \$1.86 to be allocated to wages and/or employer payments.

Effective June 29, 2026, there will be an increase of \$1.86 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

LABORER: Group 7 - Stage 2 (2nd 6 Months)(All Areas)(All Shifts)

Determinations NC-23-102-1-2024-2 and NC-23-102-1-2024-2A are currently in effect and expire on June 29, 2025**.

Effective June 30, 2025, there will be an increase of \$2.12 to be allocated to wages and/or employer payments.

Effective June 29, 2026, there will be an increase of \$2.12 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

LABORER: Group 7 - Stage 3 (3rd 6 Months) (All Areas)(All Shifts)

Determinations NC-23-102-1-2024-2 and NC-23-102-1-2024-2A are currently in effect and expire on June 29, 2025**.

Effective June 30, 2025, there will be an increase of \$2.39 to be allocated to wages and/or employer payments.

Effective June 29, 2026, there will be an increase of \$2.39 to be allocated to wages and/or employer payments.

There will be no further increases applicable to these determinations.

Issued 8/22/2024, Effective 9/1/2024 until superseded.

This page will updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2024

PREDETERMINED INCREASE

CRAFTS/CLASSIFICATIONS:

Operating Engineer (Heavy & Highway Work) (NC-23-63-1-2024-2)

Operating Engineer (Building Construction) (NC-23-63-1-2024-1A)

Pile Driver (Operating Engineer – Heavy & Highway Work) (NC-23-63-1-2024-1B)

Pile Driver (Operating Engineer – Building Construction) (NC-23-63-1-2024-1B1)

Tunnel/Underground (Operating Engineer – Heavy and Highway Work) (NC-23-63-1-2024-1C)

Steel Erector and Fabricator (Operating Engineer – Heavy & Highway Work) (NC-23-63-1-2024-1D)

Steel Erector and Fabricator (Operating Engineer – Building Construction) (NC-23-63-1-2024-1D1)

LOCALITIES:

All localities within Alameda¹, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa¹, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin¹, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco¹, San Joaquin, San Mateo¹, Santa Clara¹, Santa Cruz, Shasta, Sierra, Siskiyou, Solano¹, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

This predetermined increase(s) for the above-named craft(s) applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2024, until the determination(s) is/are superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project, has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

OPERATING ENGINEER: All Classifications (Areas 1 & 2), and All Shifts

The above Determinations are currently in effect and expire on June 29, 2025**.

Effective June 30, 2025, there will be an increase of \$4.00 allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

¹ County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer – Building Construction), and Pile Driver (Operating Engineer – Building Construction).

Issued 8/22/2024 Effective 9/1/2024 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2024

PREDETERMINED INCREASE

CRAFT:

Teamster and Teamster (Special Single Shift)

DETERMINATIONS:

NC-23-261-1-2024-1 and NC-23-261-1-2024-1A

LOCALITIES:

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2024, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project, has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

TEAMSTER: (All groups except Group 8)

Determinations NC-23-261-1-2024-1 and NC-23-261-1-2024-1A are currently in effect and expire on June 30, 2025**.

Effective July 1, 2025, there will be an increase of \$2.80 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

GROUP 8 (Trainee) receives no predetermined increases.

Issued 8/22/2024, Effective 9/1/2024 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2024

Exhibit J – Landowner Agreement

Temporary Entry Permit (TEP)

Mineral Vegetation Management Project: TinderSmart Tehama

Assessor Parcel Number(s) APN:

Landowner Name:

Property Address:

Mailing Address:

Contact Phone: Alternative Phone
Number:

Email Address:

Statement of Ownership: The Landowner warrants that he/she is the owner of record of the property identified in this agreement. Notice shall be provided to the Resource Conservation District of Tehama County by the Landowner prior to the Landowner ceasing to have a legal interest in the property to be treated under this Agreement, and such transfer will constitute a voluntary termination of the contract by the Landowner.

Temporary Entry Permit (TEP): Permission is hereby given by the Landowner named below (hereafter referred to as "OWNER") to the Resource Conservation District of Tehama County (hereafter referred to as "RCDTC") and its officers, employees, agents, and any person authorized under contract with RCDTC (hereafter collectively and individually referred to as the "SPONSOR") to access its property with all necessary equipment in the County of Tehama, State of California, described as follows:

No Employee/ Agent Relationship (created by this contract): The RCDTC and/or SPONSOR, and each employee, agent, or independent contractor of the RCDTC and/or SPONSOR shall not be for any purpose an employee of the OWNER. The RCDTC and/or SPONSOR shall perform its work as an independent contractor.

Termination: Either party may terminate this contract within ten (10) working days with written notice to either party.

OWNER: I agree to the following activities in support of hazard vegetation removal:

1. I agree to a consultation with the SPONSOR to discuss the hazard vegetation removal protocol in advance of Project work.
2. I agree to grant and convey by this Agreement, free of charge and value, to the SPONSOR, all trees dead and dying conifer and hardwood trees as identified by a Registered Professional Forester ("RPF"), whether standing or down, on the real property commonly identified by the Property Address above and more particularly identified, at the time of this transfer of title, by the APN above (the "Timber"). The Timber includes all trees either standing or downed. This Agreement also transfers the assignable right to cut and remove said Timber from the real property on which it was situated.

* Equipment used by trained conservation technicians may include but is not limited to a mower, chainsaw, masticator, chipper, boom lift and/or hand sprayer.

← Continue on Reverse →

page 1 of 2

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3. Resulting slash (tree limbs and tops from 1" to 8" in diameter) within 150 feet of legally permitted structures shall be treated prior to completion of tree removal operations.

 4. I understand that the SPONSOR does not warrant, nor does it represent, that any work done in connection with this Project will prevent destruction to property attributable to wildfire or other.

 5. I agree to meet and collaborate with SPONSOR's representative and any public entity or utility personnel with jurisdiction in the town of Mineral to identify and notify SPONSOR of roads, fences, underground facilities, structures, fixtures, personal property of OWNER or their tenant, or any functioning infrastructure including septic tanks, leach lines, water well heads, underground utility lines including power, water, propane, and phone (landline), located on your property of OWNER, or their tenant, that may be at risk of damage from the removal of any vegetation. These areas and items will be flagged with ribbon prior to tree removal operations. It is the duty of the OWNER to verify that all the items described in this paragraph are flagged before removal of any vegetation commences. Failure to do so voids any indemnification of OWNER in this Permit with respect to the unflagged item.

 6. I agree to collaborate with the SPONSOR to provide all legally sufficient notice to any tenant in possession of the property to enter any portion of the property for the purposes that are necessary and reasonable to achieve the removal of hazard vegetation.

 7. I agree to allow the SPONSOR to take photos, video, or other recordings of Project activity for reporting purposes and public display while avoiding address or street signs when possible.

 8. I agree to allow the SPONSOR to take photos, video, or other recordings of Project activity for reporting purposes and public display while avoiding address or street signs when possible.

 9. TCRCDC will ensure that the proper permits are submitted to government agencies for tree removal work on your property.

 10. I agree to the terms put forth in the Temporary Entry Permit and the attached 150' fire safe clearance exemption form. (14 CCR 1038(c))

This Temporary Entry Permit is for the purpose described above, for such other purposes as may be incidental thereto, and subject to the following provisions:

1. SPONSOR shall exercise reasonable care while on the property.
2. OWNER shall not be liable for loss or damage to property of SPONSOR or injuries to, or deaths of agents, contractors, officers, or employees of SPONSOR by reason of SPONSOR's exercise of the privileges conferred herein.
3. Nothing in this permit shall preclude OWNER from filing a claim, or claims, for any loss or expense, which OWNER or his tenant may suffer, arising out of the negligent exercise by the SPONSOR of the privileges herein granted, subject to any applicable defenses of SPONSOR.
4. To the fullest extent permitted by law, SPONSOR shall protect, defend, indemnify and hold harmless OWNER from and against all claims, demands, and causes of action by SPONSOR's employees or third parties on account of personal injuries or death or on

account of property damages arising out of the performance of the work described herein and resulting from the negligent act or omissions of Sponsor, Sponsor's agents, employees, or subcontractors.

- 5. This Permit shall expire on **March 31, 2026**.
- 6. This Permit is granted subject to the provisions set forth above.

Authority and Execution: All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be the represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. In addition, by their signature below, the parties acknowledge that they understand and agree to all provisions of this contract.

CERTIFICATION OF COMPLIANCE: Timber operations conducted under this exemption subsection shall conform to the applicable city or county general plans, city, or county zoning ordinances within the area the exemption is located. Must be completed by Timberland Owner, Timber Operator as listed on page one, or if applicable the RPF. I certify that the city or county within which this exemption is located has been contacted and the exemption is in conformance with all city and county regulatory requirements. 14 CCR § 1038(c) (5)

I certify, under penalty of perjury, that I have read and understand the information on this form and that I am the Timberland Owner of record.

OWNER Name: _____ Signature: _____ Date: _____

Resource Conservation District of Tehama County

Project Manager: _____ Signature: _____ Date: _____

Notwithstanding any other provision of this Permit, the RCDTC does not warrant, nor does it represent that any work done in connection with this project will be effective in reducing fire risk or will prevent destruction to property attributable to wildfire. The landowner assumes all risk that fire will spread across their property notwithstanding the RCDTC's work, whether negligent or otherwise.



The TinderSmart Tehama Phase II program is part of California Climate Investments, a statewide program that puts billions of Cap-And-Trade Dollars to work reducing GHG (Greenhouse Gas) emissions, strengthening the economy, and improving public health and the environment-particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more CCI information visit: www.caclimateinvestments.ca.gov

RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY

2 Sutter Street, Suite D ♦ Red Bluff, California 96080 ♦ 530-727-1280 ♦ tehamacountyrcd.org

Article 14
NOTICES

All Notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage, or by scanning and emailing a copy of original documents.

Notices required to be given to District shall be addressed as follows.

Drew Barnhart
Resource Conservation District of Tehama County
202 Walnut Street
Red Bluff, CA 96080
dbarnhart@tehamacountyrcd.org

Notices required to be given to the Contractor shall be addressed to the project superintendent identified by the Contractor at the address identified in the Contractor's completed bid documents.

A party may change its address for notices by giving notice in writing to the other party, and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received on the earlier of personnel delivery, of if mailed, on the expiration of 48 hours after being deposited in the United States Mail or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

Article 15
PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. The contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having legal control for the safety of persons or property or to protect them from damage, injury, or loss. All damages or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss directly and solely attributable to the negligent acts or omissions of District.

Article 16
INDEMNITY

To the fullest extent permitted by law (including Civil Code sections 2782 et seq.), CONTRACTOR shall defend, indemnify, hold harmless, exculpate, and release DISTRICT; CAL FIRE; Tehama County Public Works; Tehama County and their respective officers, agents, and employees (collectively the "Indemnitees"), from and against any and all actions, claims, damages, liabilities, disabilities, liens, judgments, awards, or expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), property damage or economic loss of any nature, that may be asserted by any person or entity, including CONTRACTOR, and that arise out of, pertain to, or relate to CONTRACTOR's obligations or performance under this Agreement, except when the injury or loss is caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees. The CONTRACTOR shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. If there is an obligation to indemnify, the CONTRACTOR's duty to defend exists regardless of whether it is determined that there is not a duty to indemnify. Indemnitees shall have the right to select their legal counsel at CONTRACTOR's expense, subject to CONTRACTOR's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. CONTRACTOR shall also defend, indemnify, hold harmless, exculpate, and release the Indemnitees from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency with respect to CONTRACTOR's "independent contractor" status that would establish a liability on the Indemnitees for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

Article 17
CONTRACTOR'S LIABILITY INSURANCE

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)
\$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit shall be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability
Automobile liability insurance is required with minimum limits of \$5,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation
If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and partners as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease. Contractor represents that Contractor has secured the payment of worker's compensation insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work shall continue to provide worker's compensation insurance. DISTRICT requires all Contractors and all their subcontractors to have on file with DISTRICT office a Certificate of Workers' Compensation Insurance or a Certificate of Self-Insurance issued by the Director of Industrial Relations evidencing that worker's compensation insurance is in effect and providing that the district shall receive thirty (30) days prior written notice of cancellation. This form certifies that under penalty of perjury, the Contractor and any of their subcontractors does not employ anyone subject to the workers' compensation laws of California. (*Business and Professions Code Section 7125.*) By executing this Contract, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Pollution Coverage.
Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury and property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants or mold, in limits not less than \$2,000,000.

Excess or Umbrella Liability Insurance.
Contractor shall provide excess liability or umbrella insurance of at least five million dollars (\$5,000,000) for each occurrence as well as aggregate, providing protection for at least the hazards insured under its General Liability and Auto Liability policies.

General Provisions Applicable to all Policies.
If Contractor maintains higher limits than the minimums shown above, District shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Certificates and Endorsements of Insurance

Certificates and endorsements of liability, workers' compensation, and other insurance as described herein, must be submitted to the district within eight (8) calendar days after the Contractor has received notice that the contract has been awarded. These certificates shall be approved by the district prior to the contract being approved, and the Notice to Proceed is issued.

Endorsements: Additional Insureds

The Contractor's Commercial General Liability, Automobile Liability, and Pollution Liability policies shall include, or be endorsed to include: **"The Resource Conservation District of Tehama County, CAL FIRE, Tehama County Public Works, the County of Tehama, and their elected and appointed officials, officers, employees, consultants and volunteers;"** as additionally insured parties.

The district shall be provided with a copy of Certificates of Insurance with endorsements.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the district. The deductible and/or self-insured retentions shall not limit or apply to Contractor's liability to District and shall be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the district, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the district, its officers, officials, employees, or volunteers shall be more than Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the district."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A-VII unless otherwise acceptable to the district. The district reserves the right to require rating verification. The contractor shall ensure the insurance carrier is authorized to do business in California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein, except for the excess liability requirement, and that each subcontractor include all the parties identified above as additional insureds on each respective subcontractor's insurance policies.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. District, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by District for such insurance.

Policy Obligations

The contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

The contractor shall furnish District with original endorsements affecting coverage required herein. All endorsements shall be received and approved by the District prior to the District signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The district reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Article 18
CHANGES IN THE WORK

18.1 Contractor and District agree that changes in this Contract or in work to be done under the Contract shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by District and Contractor. It is specifically agreed that District shall have the right to request any alterations, deviations, reductions, or additions to the Contract Documents, including without limitation the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by fair and reasonable valuations. This Contract shall be held to be completed when the work is completed in accordance with the original plans and specifications amended by such changes. If the change order requires an extension of time, the time for completion of the work shall be extended to the date specified in the change order. Contractor shall not be subject to any claims for liquidated damages for such period, but Contractor shall have no claim for any other compensation for any such delay. No such change or modification shall release or exonerate any surety upon any guarantee or bond given in connection with this Contract.

18.2 If any portion of the Contract work involves digging trenches or other excavations that extend deeper than four feet below the surface, then:

- .1 Contractor shall promptly, and before the following conditions are disturbed, notify District in writing of any:
 - (a) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (b) subsurface or latent physical conditions at the site differing from those indicated; and
 - (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and recognized as inherent in work of the character provided for in the Contract.
- .2 District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.
- .3 In the event that a dispute arises between District and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from the scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract. Contractor shall retain all rights provided by the Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties

Article 19
PROSECUTION OF WORK DESPITE DISPUTES

In the event of a dispute between District and Contractor as to an interpretation of any of the plans, specifications or other Contract Documents, or as to the quality or sufficiency of material or workmanship, the decision of District shall for the time being prevail and Contractor, without delaying the job, shall proceed as directed by District without prejudice to a final determination by negotiation, arbitration or litigation (subject to paragraph 22.1 herein) in accordance with the provisions of the Contract Documents. Should Contractor be finally determined to be either wholly or partially correct, District shall reimburse Contractor to that extent for added costs Contractor may have incurred by reason of work done or material supplied beyond the terms of the Contract because of complying with District's directions.

Article 20
DEFAULT BY CONTRACTOR

20.1 Contractor shall prosecute the work diligently to completion and in all events within the time specified in Article 2. If Contractor is adjudged bankrupt, makes a general assignment for the benefit of Contractor's creditors, has a receiver appointed on account of Contractor's insolvency, fails to achieve satisfactory progress, fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the efficient execution of the work, or disregards laws, ordinances, or instructions of District, then District may give Contractor a written notice requiring correction of the problem. If Contractor fails to correct the problem or make satisfactory arrangements for the correction of the problem and proper completion of the project within five (5) calendar days, Contractor shall be deemed in default and the district may terminate the Contract effective immediately upon written notice to Contractor. Contractor and Contractor's surety on the performance bond, if any, shall remain liable for liquidated damages should the work be delayed beyond the completion date.

20.2 If the surety elects not to take over and perform the Contract, District may take over the work and prosecute it to completion at Contractor's expense by any method District deems advisable. Contractor and Contractor's surety shall be liable to District for any excess cost incurred by District. If District elects to perform the work itself, District may, without liability, take possession of and utilize in completing the work, such equipment, materials, appliances, plants, and other property belonging to Contractor as is located on the work site and necessary for the project. If the expense of completing the work exceeds the unpaid balance, Contractor shall pay the difference to the district.

Article 21
PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

The contractor shall provide the District with a **Performance Bond** and a labor and materials **Payment Bond**. Both bonds shall be in an amount of one hundred percent (100%) of the Contract Sum. The bonds shall be in such a form as prescribed in **Exhibit D**. Contractor shall deliver the performance bond along with the labor and material payment bond at the time of the execution of this Contract.

Article 22
SUBSTITUTION OF SECURITIES

22.1 Consistent with the California Public Contract Code, Section 22300, Contractor may substitute securities for any money withheld by District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount to be withheld shall be deposited with District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

22.2 Alternatively, Contractor may request, and District shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this Article for securities deposited by Contractor. Upon satisfactory completion of the Contract,

Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Article. Contractor shall pay to each subcontractor, not later than twenty (20) days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.

22.3 Securities eligible for investment under this Article shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District. The contractor shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

Article 23 **WORKING HOURS**

23.1 The Contractor shall start work no earlier than 7:00 a.m. and stop work at 5:30 p.m. Contractors shall work Monday-Friday and must notify the DISTRICT if weekend work is warranted. Working hours within the Landing will be dictated by the landing owner.

Article 24 **WARRANTY**

24.1 The Contractor warrants to the DISTRICT that materials and equipment furnished under the Contract Documents will be of excellent quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that its work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If requested by the DISTRICT, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

24.2 In addition to the Contractor's obligations above, if, within one year after the date of Substantial Completion of the project, the Contractor's work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the DISTRICT to do so unless the DISTRICT has previously given the Contractor a written acceptance of such condition. The DISTRICT shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the DISTRICT, the DISTRICT may correct it and recover all corrective costs from the Contractor.

Article 25 **MISCELLANEOUS PROVISIONS**

25.1 **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in litigation, the venue should be in the proper court in Tehama County, California.

25.2 **Assignment of Contract.** The contractor shall not assign or transfer by operation of law or any of its rights, burdens, duties, or obligations without the prior written consent of the surety on the performance bond, if any, and District.

25.3 **Notices.** All notices, certificates, or other communications hereunder shall be deemed given when delivered or mailed by first-class or registered mail, postage prepaid, to the parties at their respective places of business.

25.4 **Binding Effect.** This Contract shall benefit and be binding upon Contractor and District and their respective successors and assigns.

25.5 **Severability.** In the event any provision of this Contract shall be held invalid or unenforceable by a court of competent authority, such holding shall not invalidate or render unenforceable any other provision hereof.

25.6 **Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented, or amended

except by written agreement signed by the parties.

25.7 Entire Agreement. This Contract and the other Contract Documents as defined in Article 6 hereof constitute the entire agreement between the parties. There are no understandings, agreements, representations, or warranties, express or implied, not specified in this Contract or the other Contract Documents. Contractor, by the execution of this Contract, acknowledges that Contractor has read this Contract and all other Contract Documents, understands them, and agrees to be bound by their terms and conditions.

Article 26
ENVIRONMENTAL
COMPLIANCE AGREEMENT

Contractor will adhere to environmental compliance outlined in **Exhibit E**.

Article 27
FIRE PLAN

Contractor will adhere to Tehama Glenn Unit Fire Plan and avoidance measures outlined in **Exhibit F**.

Article 28
COUNTY OF TEHAMA x RCDTC
AGREEMENT

Contractor will adhere to agreement outlined within **Exhibit G**.

Article 29
SPECIAL CONDITIONS

The Contract Work and Contractor's performance of the Contract Work is subject to the direction of DISTRICT and the satisfaction and approval of the Project Manager. Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the DISTRICT. DISTRICT will observe the progress and quality of the work and determine if it is proceeding in accordance with the Contract Documents' intent. DISTRICT shall not be required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by DISTRICT shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment, and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

Materials, equipment, and workmanship shall be subject to the inspection of, and rejection by, DISTRICT if not in conformance with the Contract Documents. Defective materials, equipment, or Contract Work shall be removed from the premises by the Contractor, whether in place or not, and shall be replaced with new and acceptable materials, equipment, or work. Repair of defective materials, equipment, or work shall be subject to DISTRICT's acceptance. Upon substantial completion of the Contract Work, Contractor shall make its own "punch list" of Contract Work, which is incomplete, defective, or otherwise not in compliance with the Contract Documents applicable to the Contract Work and shall furnish the punch list to DISTRICT. The contractor shall immediately correct all items on its punch list and all items on any other punch list or other list of discrepancies in the Contract Work provided by DISTRICT to expedite final inspection and acceptance of the project.

District's representative shall decide questions about the quality or acceptability of materials furnished and work performed manner of performance and rate of progress of the work, the interpretation of the Plans and Specifications and the fulfillment of the contract by the Contractor.

Article 27
FLOW DOWN PROVISIONS

The Contractor shall abide by and be subject to all applicable terms and conditions of the attached agreement between the United States Bureau of Reclamation and the Resource Conservation District of Tehama County as shown in ***“Exhibit E Grant Agreement CAL FIRE and the Resource Conservation District of Tehama County.”***

This Agreement supersedes all previous agreements or understandings and constitutes the entire understanding between parties.

Tehama County Resource Conservation District:

Contractor:

By: _____
Jon Barrett, District Manager

By: _____

Printed Name: _____

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On ~~00~~, 20____, before me, _____, Notary Public, personally
 appeared _____, who proved to me based on satisfactory.

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- .. Individual
- .. Corporate Officer

Title(s)

- .. Partner(s)
 - .. Limited
 - .. General
- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

**BOND FORMS
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Resource Conservation District of Tehama County, with its principal place of business at 202 Walnut St., Red Bluff, CA 98060, (hereinafter referred to as the "RCDTC") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for Contract No. _____, (hereinafter referred to as the "Project");

WHEREAS the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the RCDTC in the sum of _____ Dollars, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the RCDTC, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the RCDTC in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the RCDTC, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the RCDTC from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the RCDTC's rights or the Contractor or Surety's obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the RCDTC to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the RCDTC's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the RCDTC, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the RCDTC under the Contract and any modification thereto, less any amount previously paid by the RCDTC to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the RCDTC to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the RCDTC under the Contract and any modification thereto, less any amount previously paid by the RCDTC to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the RCDTC may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the RCDTC, when declaring the Contractor in default, notifies Surety of the RCDTC's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal) ⁽⁰⁶⁾

Contractor/ Principal

By _____

Title _____

(Corporate Seal) ⁽⁰⁶⁾

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On 08/11, 2011, before me, _____, Notary Public, personally
 appeared _____, who proved to me based on satisfactory.

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

	Title(s)	Title or Type of Document
.. Partner(s)	.. Limited .. General	Number of Pages
.. Attorney-In-Fact		Date of Document
.. Trustee(s)		
.. Guardian/Conservator		
.. Other:		
Signer is representing: Name Of Person(s) Or Entity(ies)		
_____		Signer(s) Other Than Named Above

NOTE: 08/11 This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On 08/11, 2011, before me, _____, Notary Public, personally
 appeared _____, who proved to me based on satisfactory.

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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	Title(s)	Title or Type of Document
.. Partner(s)	.. Limited .. General	Number of Pages
.. Attorney-In-Fact		Date of Document
.. Trustee(s)		
.. Guardian/Conservator		
.. Other:		
Signer is representing: Name Of Person(s) Or Entity(ies)		
_____		Signer(s) Other Than Named Above

NOTE: 08/11This acknowledgment is to be completed for the Attorney-in-Fact. The Power of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS).

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Resource Conservation District of Tehama County, with its principal place of business at 202 Walnut street, Ca 96080 (hereinafter designated as the "City"), has awarded to _____, (hereinafter designated as the "Principal") an agreement for Contract No. _____, (hereinafter referred to as the "Project");

WHEREAS the work to be performed by the principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the RCDDTC in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the RCDDTC in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall benefit anyone named in Civil Code Section 9100 to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any

scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the RCDTC and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal) 

Contractor/ Principal

By _____

Title _____

(Corporate Seal) 

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On 08/11, 2011, before me, _____, Notary Public, personally
 appeared _____, who proved to me based on satisfactory.

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

	Title(s)	Title or Type of Document
.. Partner(s)	.. Limited .. General	Number of Pages
.. Attorney-In-Fact		Date of Document
.. Trustee(s)		
.. Guardian/Conservator		
.. Other:		
Signer is representing: Name Of Person(s) Or Entity(ies)		
_____		Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me based on satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

DESCRIPTION OF ATTACHED DOCUMENT

<input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	Title(s) <input type="checkbox"/> Limited <input type="checkbox"/> General Title or Type of Document _____ Number of Pages _____ Date of Document _____ Signer(s) Other Than Named Above
--	--

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

GENERAL CONDITIONS

ARTICLE 1 -TERMS; DEFINITIONS

1.1 Defined Terms.

- A. Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
 2. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
 3. Additional Work -- New or unforeseen work will be classified as “Additional Work” when the Engineer determines that it is not covered by the Contract.
 4. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state, or federal governmental authorities or private authorities with district (including utilities), to the extent they apply to the Work.
 5. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
 6. Bid Security -- The bid bond, cashier’s check, or certified check to be made by the Bidder, which is to accompany the Bid as a guaranty of good faith to enter a written contract.
 7. Bidder -- The individual or entity who submits a Bid directly to the RCDTC.
 8. Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
 9. Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work.
 10. Contract -- The entire integrated written agreement between the RCDTC and Contractor concerning the Work. “Contract” may be used interchangeably with “Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

11. Contract Documents -- The documents listed in Section 00 52 13, Article 5 of the Contract for Construction. Some documents provided by the RCDTC to the Bidders and Contractor, including reports and drawings of subsurface and physical conditions, are not Contract Documents.
12. Contract Price -- Amount to be paid by the RCDTC to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents and including all applicable taxes and costs.
13. Contract Time -- The number of days or the dates stated in the Contract Documents to achieve defined milestones, if any; and to fully complete the Work.
14. Contractor -- The individual or entity with which the RCDTC has contracted for performance of the Work.
15. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in material prices, whether resulting from a Force Majeure Event, are not a Critical Supply Shortage.
16. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
17. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
18. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.
19. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
20. Engineer -- Whenever not qualified, shall mean the RCDTC Engineer or the Engineer authorized to act for and on behalf of the RCDTC, acting either directly or through properly authorized agents, such agents acting severally within the scope of the duties entrusted to them.
21. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity that prepares the Drawings.

22. Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the RCDTC in its capacity as a municipal authority.

23. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time, or any substance or material identified as hazardous under any state or federal statute governing handling, disposal and/or cleanup of any such substance or material, whichever is more restrictive.

24. Holiday – Holidays occur on:

New Year's Day - January 1
Martin Luther King Day – Third Monday in January
President's Day – Third Monday in February
Memorial Day - Last Monday in May
Juneteenth- June 19th
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

25. Notice of Award -- The written notice by the RCDTC to the successful Bidder stating that upon timely compliance by the successful Bidder with the condition's precedent listed therein, the RCDTC will sign and deliver the Contract.

26. Notice of Completion -- The form which may be executed by the RCDTC constituting final acceptance of the Project.

27. Notice to Proceed -- A written notice given by the RCDTC to Contractor fixing the date on which the Contractor may proceed with the Work and when the Contract Time will commence to run.

28. Project -- The total construction of which the Work to be performed under the Contract Documents, the whole, or a part.
29. Record Drawings: The record set of as-buils prepared by the Contractor during the Work in accordance with the General Conditions' requirements.
30. Recyclable Waste Materials: Materials removed from the Site must be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
31. Registered Professional Forester: Whenever not qualified, shall mean the RCDTC Registered Professional Foresters authorized to act for and on behalf of the RCDTC, acting either directly or through properly authorized agents, such agents acting severally within the scope of the duties entrusted to them.
32. Sample -- A physical example furnished by the Contractor to illustrate materials, equipment, or workmanship; to establish standards by which the Work will be judged.
33. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
34. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
35. Site -- Lands or areas indicated in the Contract Documents as being furnished by the RCDTC upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the RCDTC which are designated for the use of Contractor.
36. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
37. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the RCDTC for performance of any portion of the Work at the Site.
38. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
39. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
40. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity,

gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

41. Unit Price Work - Work to be paid for based on unit prices provided by the Contractor in its Bid or adjusted in accordance with the Contract Documents.
42. Warranty -- A guarantee provided to the RCDTC by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this state, whichever is longer.
43. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.2 Terminology.

- A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.
 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. Regardless of whether "furnish," "install," "perform," or "provide" is used in connection with services, materials, or equipment, an obligation of Contractor is implied.
- B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 -PRELIMINARY MATTERS

2.1 Delivery of Contract Documents.

- A. Within ten (10) Days after receipt of the Notice of Award and before the RCDTC will execute the Contract, the Contractor shall furnish and file with the RCDTC a signed

Contract and the necessary performance bond, payment bond, and certificates of insurance and endorsements, as well as any other documents specified in the Contract Documents.

2.2 Bonds.

- A. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to the RCDTC conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. Bonds shall be delivered to the RCDTC within ten (10) Days after receipt of the Notice of Award and before execution of the Contract by the RCDTC.

2.3 Evidence of Insurance.

- A. Prior to commencing any Work but no later than ten (10) Days after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted all certificates of insurance and endorsements, showing that the Contractor has the required insurance, to the attention of the RCDTC. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all the required insurance has been received and approved.

2.4 Execution of the Contract.

- A. Upon receipt of the required documents, the RCDTC will execute the Contract, establishing the Effective Date of the Contract.

2.5 Contractor's Failure to Perform.

- A. Should Contractor fail to comply with timelines provided above, the RCDTC shall retain the right to enforce and collect on the Contractor's Bid Security, rescind award to the Contractor and award the Contract to the next lowest responsible Bidder providing a responsive Bid as determined by the RCDTC. If the RCDTC elects to accept bonds and insurance submitted late, the Contract Time will begin to run as of the date stated in the Notice to Proceed. However, the number of Days beyond the original ten (10) Days it took to receive the properly executed Contract and related items may be deducted from the Contract Time.

2.6 Commencement of Contract Times; Notice to Proceed.

- A. The RCDTC will not issue a Notice to Proceed until after the Effective Date of the Contract. Work shall commence within ten (10) Days of the date stated in the Notice to Proceed. The Contract Time begins to run on the date specified in the Notice to Proceed. No Work shall be done at the Site prior to the issuance of the Notice to Proceed.

2.7 Copies of Documents.

- A. Contractor will be furnished, free of charge, five (5) copies of the Contract Documents. Additional copies may be obtained at the cost of reproduction. Contractor shall maintain a clean, undamaged set of Contract Documents, including Submittals, at the Project site.

2.8 Substitution Requests, Schedule of Submittals, and Schedule.

- A. Substitution Requests. Within thirty-five (35) Days of Contract award (unless otherwise specified in the Contract Documents), Contractor shall provide all substitution requests as further described in the General Conditions.
- B. Schedule of Submittals. Within ten (10) Days after the Notice of Proceed (unless otherwise specified in the Contract Documents), Contractor shall submit to the RCDTC a Schedule of Submittals that conforms with the Contract Documents' requirements.
- C. Schedule. Within ten (10) Days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), the Contractor shall submit a construction schedule that conforms with the requirements of the Contract Documents.

2.9 Preconstruction Conference; Designation of Authorized Representatives.

- A. Before any Work at the Site is started, a conference attended by the RCDTC, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Submittals and Shop Drawings, processing applications for payment, and maintaining required records. At this conference, the RCDTC and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.10 Subcontractor Mobilization Meeting.

- A. Before each major Subcontractor starts, the Contractor, Subcontractor, and Engineer shall attend a pre-start meeting to discuss the schedule, coordination, procedures, and other administrative issues.

2.11 Mobilization.

- A. When a bid item is included in the Bid Schedule for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate. When no bid item is provided for mobilization payment for such costs will be deemed to be included in the other items of the Work.

- B. Payment for mobilization based on the lump sum provided in the Bid Schedule shall constitute full compensation for all such Work. The lump sum price provided for mobilization shall not be more than 5% of the Total Bid Price. No payment for mobilization will be made until all listed items are completed to the Engineer's satisfaction. The scope of the Work included under mobilization shall include, but shall not be limited to, the following principal items:
1. Obtaining and paying for all bonds, insurance, and permits.
 2. Moving on to the Project Site of all Contractor's plant and equipment required for the first month's operations.
 3. Installing temporary construction power, wiring, and lighting facilities, as applicable.
 4. Establish fire protection system, as applicable.
 5. Developing and installing a construction water supply, as applicable.
 6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer, if specified, complete, with all specified furnishings and utility services.
 7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet the manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
 9. Arranging for and erection of Contractor's work and storage yard.
 10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
 11. Full-time presence of Contractor's superintendent at the job Site as required herein.
 12. Submittal of construction schedule, Submittals, and Shop Drawings as required by the Contract Documents.

ARTICLE 3 -CONTRACT DOCUMENTS; INTENT

3.1 Examination of Drawings, Specifications, and Site of Work.

- A. Examination of Contract Documents; Site. Before commencing any portion of the Work, the Contractor shall again carefully examine all applicable Contract Documents, the Project Site, and other information given to Contractor as to

materials and methods of construction and other Project requirements. The contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any Subcontractor proceed with Work if uncertain as to the applicable requirements.

- B. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- C. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade, or replaced by the Contractor at the Contractor's expense.

3.2 Intent of Contract Documents.

- A. The Contract Documents are complementary; what is required by anyone will be binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether specifically called for, at no additional cost to the RCDTC.
- B. The Contractor shall furnish, unless otherwise provided in the Contract Documents, all materials, implements, machinery, equipment, tools, supplies, and labor necessary for the prosecution and completion of the Project. If utilities to equipment/fixtures are not shown but necessary to operate them, the utilities service installation is considered part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.
- C. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- D. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in these General Conditions.

3.3 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations.

1. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of the RCDTC, Contractor, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.4 Reporting and Resolving Discrepancies; Order of Precedence.

A. Reporting Discrepancies. The Contract Documents are intended to be fully cooperative and complementary. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to the RCDTC any conflict, error, ambiguity, or discrepancy which Contractor discovers, should have discovered, or has actual knowledge of, and shall obtain a written interpretation or clarification from the RCDTC before proceeding with any Work affected thereby. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (i) any Applicable Law, (ii) any standard, specification, manual, or code, or (iii) any instruction of any Supplier, then Contractor shall promptly submit a written Request for Information (RFI) to the RCDTC. Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents, and any Work performed by Contractor before receipt of an amendment or supplement shall be at Contractor's own risk.

B. Order of Precedence.

1. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - a. Permits from other agencies may be required by law.
 - b. Change Orders, most recent first.

- c. Contract
 - d. Addenda, most recent first
 - e. Special Conditions
 - f. Specifications
 - g. Construction Plans and Drawings (Drawings)
 - h. General Conditions
 - i. Instructions to Bidders
 - j. Notice Inviting Bids
 - k. Contractor's Bid (Bid Forms)
 - l. Standard Specifications for Public Works Construction "Greenbook" latest edition (Sections 1-9 Excluded)
 - m. Applicable Local Agency Standards and Specifications
 - n. Standard Drawings
 - o. Reference Documents
2. With reference to the drawings the order of precedence shall be as follows:
- a. Figures govern over scaled dimensions.
 - b. Detail drawings govern over general drawings.
 - c. Addenda/Change Order drawings govern over Drawings.
 - d. Drawings govern over Standard Drawings
 - e. Drawings govern over Shop Drawings
3. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

3.5 Amending and Supplementing Contract Documents.

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by Change Order or written amendment to the Contract duly executed by the parties.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to the RCDTC, by one or more of the following ways:

1. The RCDTC's review of a Submittal, Shop Drawing, Sample, or substitution request without exception (subject to the provisions of the Contract Documents); or
 2. The RCDTC's issuance of a response to an RFI.
- C. However, no review or RFI response will reduce or modify the Contractor's obligation to fully satisfy and comply with the requirements of the Contract Documents.

3.6 Reuse of Documents.

- A. Contractor and any Subcontractor or Supplier shall not:
1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer of Record or its consultants, including electronic media editions; or
 2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the RCDTC and Engineer of Record and specific written verification or adaptation by Engineer of Record.
- B. The prohibitions of this Article will survive final payment or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 -INDEMNIFICATION; INSURANCE

4.1 Indemnification.

- A. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify, and hold harmless the RCDTC, its officials, officers, employees, agents, and authorized volunteers, and each of them from and against:
1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the RCDTC, CAL FIRE, Tehama County Public Works, and the County of Tehama, or its officials, officers, employees, agents, or authorized volunteers (including passive negligence), except such loss or damages caused by the sole negligence or willful misconduct or active negligence of the RCDTC or its officials, officers, employees, or authorized volunteers.

2. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
 3. All actions, proceedings, damages, costs, expenses, fines, penalties, or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.
 4. All losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- B. Contractor shall immediately defend, at Contractor's own cost, expense, and risk, with the counsel of the RCDTC choosing, all such previously mentioned suits, actions or other legal proceedings of every kind that may be brought or instituted against the RCDTC or its officials, officers, employees, agents, or authorized volunteers. The contractor shall pay and satisfy any judgment, award or decree that may be rendered against the RCDTC or its officials, officers, employees, agents, or authorized volunteers, in any such suit, action or other legal proceeding. The contractor shall reimburse the RCDTC and its officials, officers, employees, agents, and authorized volunteers for all legal expenses and costs incurred by each of them in connection with or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.
- C. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article. The contractor's obligation to indemnify the RCDTC shall not be restricted to insurance proceeds, if any, received by the RCDTC and its officials, officers, employees, agents, and authorized volunteers.

4.2 Insurance.

- A. General Requirements. The Contractor shall obtain, and always during performance of the Work of Contract, maintain all the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the RCDTC that it has secured all insurance required hereunder. Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the RCDTC that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the RCDTC to terminate this Contract for cause. Contractor shall furnish the RCDTC with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the RCDTC. The certificates and endorsements for

each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms acceptable to the RCDTC. All certificates and endorsements must be received and approved by the RCDTC before Work commences.

- B. Additional Insureds; Waiver of Subrogation. The RCDTC, CAL FIRE, Tehama County Public Works and The County of Tehama, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its Subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for Subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds more than the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the RCDTC, its officers, officials, agents, employees, or volunteers or shall specifically allow Contractor - or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. The contractor hereby waives its own right of recovery against the RCDTC and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the RCDTC before work starts.
- C. Workers' Compensation Insurance. The Contractor shall provide workers' compensation insurance for all the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the RCDTC certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the RCDTC, if in the form and coverage as set forth in the Contract Documents.
- D. Employer's Liability Insurance. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, at least five million dollars (\$5,000,000.00) per person per accident. The contractor shall provide the RCDTC with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the RCDTC.

- E. Commercial General Liability Insurance. Contractor shall provide “occurrence” form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor’s operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability more than such coverage, nor shall it limit Contractor’s indemnification obligations to the RCDTC and shall not preclude the RCDTC from taking such other actions available to the RCDTC under other provisions of the Contract Documents or law.
 2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
 3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
 4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must always remain available; if over 50% of any aggregate limit has been paid or reserved, the RCDTC may require additional coverage to be purchased by Contractor to restore the required limits. Contractors may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
 5. All policies of general liability insurance shall permit, and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- F. Automobile Liability Insurance. The contractor shall provide Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) of at least five million dollars (\$5,000,000) per accident for bodily injury and property damage. Such insurance

shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the RCDTC. All policies of automobile insurance shall permit, and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

G. Builder's Risk ["All Risk"].

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The RCDTC accepts no responsibility for the Work until the Work is formally accepted by the RCDTC. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
 2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), Suppliers, and the RCDTC, its elected officials, officers, employees, agents, and authorized volunteers, as their interests may appear. The contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by the RCDTC.
 3. The policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to the RCDTC to ensure adequacy and sublimit.
 4. In addition, the policy shall meet the following requirements:
 - a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - b. Coverage shall include all materials stored on site and in transit.
 - c. Coverage shall include Contractor's tools and equipment.
 - d. Insurance shall include boiler, machinery, and material hoist coverage.
- H. Professional Liability Insurance. All architects, engineers, consultants, or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors, and omissions liability

insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name the RCDTC, its directors, officials, officers, employees, agents, and volunteers as additional and insureds regarding Work performed and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

- I. Contractor's Pollution Liability Coverage. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the RCDTC providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$2,000,000 dollars per claim and taken together. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
- J. The contractor shall require all tiers of Subcontractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by the RCDTC. Contractor shall ensure that all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the RCDTC harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the RCDTC as a result thereof.
- K. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, if Contractor maintains higher limits than the minimums shown above, the RCDTC requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds over the specified minimum limits of insurance and coverage shall be available to the RCDTC.
- L. Form and Proof of Carriage of Insurance.
 1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the RCDTC's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A: VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the RCDTC the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the RCDTC indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
 2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the RCDTC; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the RCDTC, its officials, officers, agents, employees, and volunteers.

3. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the RCDTC prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the RCDTC may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the RCDTC receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the RCDTC has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
4. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the RCDTC's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The RCDTC reserves the right to adjust the monetary limits and types of insurance coverages during the term of this Contract including any extension thereof if, in the RCDTC's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
6. The contractor shall report to the RCDTC, in addition to the Contractor's insurer, all insurance claims submitted by the Contractor in connection with the Work under this Contract.
7. Products/completed operations coverage shall extend at least three years after the project completion. Coverage shall be included on behalf of the insured for covered claims arising from independent contractors' actions. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend the part of the insurer. The RCDTC, its officers, officials, agents' employees, and volunteers shall be included as insureds under the policy.

ARTICLE 5 -CONTRACTOR RESPONSIBILITIES; REGULATORY REQUIREMENTS

5.1 Applicable Laws.

- A. The contractor shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither the RCDTC nor the Engineer shall be responsible for monitoring Contractor's compliance with any Applicable Laws. If Contractor performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Contractor shall bear all claims, costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

5.2 Permits and Licenses.

- A. RCDTC will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. All other necessary permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, including, but not limited to, permits, licenses and fees required by agencies with authority in the district in which the Work will be located, unless otherwise expressly provided by the Contract Documents. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the Contract Documents or by governing authorities, except for such off-site inspections delineated as the RCDTC's responsibility pursuant to the Contract Documents. Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the RCDTC.

5.3 Taxes.

- A. The contractor shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Laws of the place of the Project which are applicable during the performance of the Work. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to private property taxation for which Contractor will be responsible.

5.4 Traffic Control.

- A. Traffic control plans, if required, shall be prepared at the Contractor's expense. Traffic control shall be performed at the Contractor's expense in accordance with the requirements of the RCDTC and/or the local agency with authority. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the RCDTC shall be included in the Contractor's Bid.
- B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having authority over the Project on the intersecting streets. Contractors must submit a traffic control plan to the agency having authority over the Project for approval prior to starting Work.
- C. The Contractor's representative on the Site responsible for traffic control shall produce evidence that he or she has completed training acceptable to the California Department of Transportation for safety through construction zones. All the streets where the Work will occur shall remain open to traffic and one lane of traffic maintained unless otherwise directed by the agency of authority. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours before the driveways close. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting

businesses. No stockpiles of material will be allowed in traveled rights-of-way after working hours unless otherwise approved by the Engineer.

5.5 Safety.

- A. Contractor shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Contractor shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. The contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Applicable Laws.
- B. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512. The Contractor shall submit an Illness and Injury Prevention Program and a Project Site specific safety program to the RCDTC prior to beginning Work. Contractor shall maintain a confined space program that meets or exceeds the RCDTC's standards. RCDTC needs to make themselves aware of the RCDTC's safety policies and procedures and shall meet or exceed all RCDTC standards in areas where the RCDTC must enter to perform inspections.

5.6 Hazardous Waste.

- A. The RCDTC shall not be responsible for any Hazardous Waste brought to the site by the Contractor. If the Contractor: (i) introduces and/or discharges a Hazardous Waste onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the Contractor perform Work for which it is not qualified. The RCDTC, in its sole discretion, may require the Contractor to retain at Contractor's cost an independent testing laboratory.
- B. If the Contractor encounters Hazardous Waste which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency); and (iii) notify the RCDTC (and promptly thereafter confirm such notice in writing). The RCDTC shall contract for any services required to directly remove and/or abate Hazardous Waste, if required, and shall not require the

Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the RCDTC and Contractor.

- C. Contractor shall indemnify and hold harmless the RCDTC from and against claims, damages, losses and expenses, arising from a Hazardous Waste on the Project Site, if such Hazardous Waste exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste, and was either i) shown on the Contract Documents or information available to bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify the RCDTC in the event of the sole or active negligence or willful misconduct of the RCDTC, its officers, agents, or employees.

5.7 Sanitary Facilities.

- A. The contractor shall provide sanitary temporary toilet buildings and hand washing facilities for all workers. All toilets and hand washing facilities shall comply with Applicable Laws. Toilets shall be placed inside sealed secondary containment devices installed on a flat, level surface. Accumulated liquids in the secondary containment devices shall be safely removed and legally disposed of without spillage onto the ground. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

5.8 Dust Control.

- A. The contractor, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment, or similar methods, will be permitted.

5.9 Air Pollution Control.

- A. Contractors shall comply with all air pollution control rules, regulations, ordinances, and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.
- B. Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with authority over the Project and/or California Air Resources Board (CARB). The contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify the RCDTC against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its

violations of Applicable Laws as well as those of its Subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

5.10 Water Quality Management and Compliance.

- A. Storms, surfaces, ground, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor hereby acknowledges that it has investigated the risk arising from such waters, prepared its Bid accordingly, and assumes all risks and liabilities arising therefrom.
- B. Contractor shall keep itself and all Subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California State Water Resources Control Board Order Number 2009-0009-DWQ (NPDES Permit No. CAS000002), as amended by Order Numbers 2010-0014-DWQ, 2012-0006-DWQ, and any subsequent amendment to or renewal thereof, State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004), Santa Ana Regional Water Quality Control Board No. R8-2010-0036 (NPDES No. CAS618036), and any amendment or renewal thereof.
- C. Contractor shall comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of more than one acre of total land area, or which is part of a larger shared area of development or sale. Contractor shall comply with the lawful requirements of the RCDTC, and any other applicable municipality, drainage district, or other local agency with authority over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their authority, including applicable requirements in municipal storm water management programs.
- D. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in these Contract Documents, Contractor agrees to indemnify and hold harmless the RCDTC, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the RCDTC, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Construction General Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the RCDTC, its officials, officers, agents, employees or authorized volunteers. The RCDTC reserves the right to defend any enforcement action or civil action brought against the RCDTC for Contractor's failure to comply with any

applicable water quality law, regulation, or policy. The contractor hereby agrees to be bound by, and to reimburse, the RCDTC for the costs associated with, any settlement reached between the RCDTC and any relevant enforcement entity.

5.11 Environmental Quality Protection.

- A. The Contractor shall comply with all requirements of applicable federal, state, and local environmental rules and regulations. Any infractions of said rules and regulations by the Contractor during the term of the Contract, which result in penalties, will be the responsibility of the Contractor. The RCDTC operates under environmental permits issued by various agencies. If due to an action, inaction, or negligence by the Contractor, the RCDTC becomes subject to non-compliance penalties, the cost of such penalties shall be borne by the Contractor.
- B. The Contractor shall exercise care to preserve the natural landscape and vegetation and conduct operations to prevent unnecessary destruction, scarring, or defacing of the natural surroundings near the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed to prevent property damage. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
- C. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the RCDTC immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to RCDTC within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the RCDTC, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws, and regulations. Any RCDTC-directed changes to the Work due to a sitting will be pursuant to the Contract Documents. Any costs or delays incurred by RCDTC or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.
- D. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor shall notify the construction/archeological monitor and/or the RCDTC immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the construction/archeological monitor and/or RCDTC within two (2) Days. Contractors shall immediately cease all construction activities in the immediate area of discovery to the extent necessary to protect the cultural resource. If directed by the RCDTC, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws, and regulations. Should cultural resources be confirmed, the Contractor will

assist the RCDTC and the construction/archeological monitor in preparing and implementing a data recovery plan. The Contractor shall provide cooperation and assistance necessary to preserve the cultural resources for removal or other disposition. Any RCDTC-directed changes to the Work due to the cultural resource will be pursuant to the Contract Documents. Any RCDTC-directed changes to the Work due to the cultural resource will be pursuant to the Contract Documents, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest, and penalty under applicable law. The contractor will be responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) because of activities that damage cultural resources and shall indemnify RCDTC pursuant to the Contract Documents.

5.12 Noise Restrictions.

- A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations, and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

5.13 Diversion of Recyclable Waste Material.

- A. In compliance with the applicable RCDTC's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. The contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by the RCDTC or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

5.14 Workers; Contractor's Supervision.

- A. The contractor shall be an independent contractor for the RCDTC and not an employee. Contractor understands and agrees that it and all its employees shall not be considered officers, employees, or agents of the RCDTC and are not entitled to benefits of any kind normally provided employees of the RCDTC, including but not limited to, state unemployment compensation or workers' compensation.

Contractors assume full responsibility for the acts and omissions of their employees or agents related to the Work.

- B. By executing the Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all Subcontractors, sub-subcontractors, and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the RCDTC to terminate the Contract for cause: (1) failure of the Contractor or its Subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.
- C. The contractor shall always enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or anyone not skilled in the Work assigned to them. Anyone employed by the Contractor whom the RCDTC may deem incompetent or unfit shall be dismissed from the Work and not employed on this Project.
- D. Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the RCDTC. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

5.15 Labor.

A. Hours of Work.

- 1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- 2. The Contractor and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the RCDTC and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

3. The Contractor shall pay to the RCDTC a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
4. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the RCDTC.
5. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project Site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on Holidays, unless otherwise approved by RCDTC:
 - a. Powered Vehicles
 - b. Construction Equipment
 - c. Loading and Unloading Vehicles
 - d. Domestic Power Tools

B. Payroll Records; Labor Compliance.

1. Pursuant to Labor Code section 1776, Contractor and all Subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, 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 them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.
2. In accordance with Labor Code section 1771.4, the Contractor and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. The contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
3. Any stop orders issued by the DIR against Contractor or any Subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the RCDTC. The contractor shall

defend, indemnify, and hold the RCDTC, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against the Contractor or any Subcontractor.

4. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the RCDTC. The Contractor shall also provide the following:
 - a. A certified copy of the employee's payroll records shall be available for inspection or furnished to such employee or their authorized representative on request.
 - b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the RCDTC, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
7. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) Days in which to comply after receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such a 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the RCDTC for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.
8. The responsibility for compliance with this Article shall rest upon the Contractor.

C. Prevailing Rates of Wages.

1. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of

the prevailing rate of per diem wages which are on file at the RCDTC and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the RCDTC, its officials, officers, employees, and authorized volunteers free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

2. The Contractor shall forfeit as a penalty to the RCDTC not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under the Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate 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 Contractor.
 3. The contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages earned.
- D. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR before executing a contract to perform public works. By entering this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- E. Employment of Apprentices. Contractors and all Subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
- F. Nondiscrimination/Equal Employment Opportunity. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental

disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

- G. Department of Contractors and Subcontractors. Contractors or Subcontractors may not work on a public works project with a subcontractor ineligible to do so pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money paid or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the RCDTC. The Contractor shall be responsible for paying wages to workers of a debarred subcontractor allowed to work on the Project.

5.16 Subcontracts.

- A. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's portion of the Work. Contractor shall be as fully responsible to the RCDTC for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by its Subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the RCDTC. The RCDTC reserves the right to accept all Subcontractors. The RCDTC's acceptance of any Subcontractor under this Contract shall not relieve the Contractor of its obligations in the Contract Documents. Prior to substituting any Subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

5.17 Progress Meetings.

- A. The Contractor shall schedule and hold regular progress meetings at least weekly and at other times as requested by Engineer or as required by progress of the Work. The Contractor and RCDTC shall attend each meeting. Contractors may at their discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. The RCDTC will preside over the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor shall present any issues which may impact its progress with a view to resolving these issues expeditiously.

5.18 Submittals

- A. Schedule of Submittals. Within five (5) Days after the Notice to Proceed (unless otherwise specified in the Contract Documents), Contractor will prepare and deliver a Schedule of Submittals to the RCDTC that has been fully integrated with the

progress schedule and identifies each Submittal required by the Contract Documents as well as the date on which Contractor will deliver each Submittal to the RCDTC. Each Submittal must be delivered to the RCDTC at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Contractor is responsible for any schedule delays resulting from the Submittal process.

B. Submittal Procedures.

1. Contractor will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:
 - a. Submittals must be transmitted electronically.
 - b. Transmittals will be sequentially numbered. Contractor to mark revised Submittals with original number and sequential alphabetic suffix.
 - c. Each Submittal will identify the Project, Contractor, Subcontractor and Supplier, pertinent Drawing and detail number, and Specification Section number appropriate to Submittal.
 - d. By transmitting a Submittal, Contractor certifies it has reviewed and approved each Submittal, verified products required, field dimensions, adjacent construction Work, and that coordination of information is according to requirements of the Work and Contract Documents.
 - e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.
 - f. When Submittal is revised for resubmission, Contractor shall promptly address the RCDTC's comments and resubmit. The contractor shall identify changes made since the previous submission.
 - g. The RCDTC's review of Shop Drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called the RCDTC's attention to such deviations at time of submission and the RCDTC has taken no exception to the deviation. The RCDTC's review of Shop Drawings shall not relieve the Contractor of responsibility for errors in Shop Drawings.
 - h. Submittals not required by the Contract Documents or requested by the RCDTC will not be acknowledged or processed.
 - i. Incomplete Submittals will not be reviewed by the RCDTC. Delays resulting from incomplete Submittals are not the responsibility of the RCDTC.
 - j. Contractor shall not be entitled to any extension of the Contract Times due to the Submittal process.

- k. Contractors shall allow at least 20 working days for review of Submittals unless otherwise specified in the Contract Documents.
- 2. Where a Submittal, Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the RCDTC review and approval of the pertinent submittal will be performed at the risk and sole expense and responsibility of Contractor.
- C. Schedule Milestone for Submittals. Contractors must submit all Submittals required by the Contract Documents in accordance with the Schedule of Submittals. If Contractor fails to submit the Submittals in accordance with the Schedule of Submittals, Contractor will be solely liable for any delays or impacts caused by the delayed Submittal, whether direct or indirect. Contractor will be liable for the time calculated from the date the Submittal is due until the date a compliant Submittal is made. A compliant Submittal will be complete and satisfies the Contract Documents' requirements.

5.19 Shop Drawings and Sample Submittal Procedures.

- A. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - 1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
 - 2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
 - 3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- B. With each Submittal, Contractor shall give the RCDTC specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separates from the Shop Drawings or Sample Submittal, and, in addition, a specific notation made on each Shop Drawing or Sample submitted to the RCDTC for review and approval of each such variation.
- C. RCDTC's Review.
 - 1. The RCDTC will review Shop Drawings and Samples in accordance with the Schedule of Submittals. The RCDTC's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract

Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. The RCDTC review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 3. The RCDTC's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless the RCDTC has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.
- D. Resubmittal Procedures. The contractor shall make corrections required by the RCDTC and shall return corrected Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the RCDTC on previous Submittals.

5.20 Record ("As Built") Drawings.

- A. The Contractor shall maintain one record set of Contract Documents at the Site or digitally in an acceptable format. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Drawings. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations. Drawings shall be supplemented by detailed sketches as needed or directed to fully indicate the Work as constructed. Any required as-built drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.
- B. These master Record Drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders, shall be maintained up to date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. Record Drawings shall be accessible to the Engineer during the construction period. Failure on the Contractor's part to keep Record Drawings current could result in withholding partial payment.
- C. Upon completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to the Engineer. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to the RCDTC, for the accuracy of

such information, and for any errors or omissions which may or may not appear on the Record Drawings.

5.21 Layout and Field Engineering.

- A. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work and all necessary surveys to compute quantities of Work performed.

5.22 Separate Contracts and Cooperation.

- A. Separate Contracts. The RCDTC reserves the right to leave other contracts in connection with this Work or on the Project site. The contractor shall permit other contractors' reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- B. Cooperation. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the RCDTC in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. The contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The RCDTC shall not be responsible for any damage suffered or for extra costs incurred by the Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project Site.

5.23 Work Site.

- A. Limitation of Use of Site and Other Areas. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the RCDTC. Unless otherwise specified in the Special Provisions, the Contractor shall decide, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the RCDTC harmless from all claims for damages caused by such actions. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. The contractor shall assume full responsibility for any damage to any such land or area, or to RCDTC or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- B. Site Maintenance. During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other

debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false work to be re-used shall be stacked neatly concurrently with their removal. Forms and false work not to be re-used shall be disposed of concurrently with their removal.

- C. Cleaning. Prior to Completion of the Work, Contractor shall clean the Site and make it ready for utilization by the RCDTC. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

5.24 Utility Usage.

- A. All temporary utilities, including electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. The contractor shall provide the necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems. The contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including startup and testing required in the Contract Documents. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted. For Work to be performed in existing RCDTC facilities, Contractor may use the RCDTC's existing utilities, provided such use is reasonable under the circumstances. If Contractor uses the RCDTC utilities, it will not need to compensate the RCDTC for consumption of utilities, but Contractor will be responsible for any excessive, unreasonable, or wasteful utility usage. Amounts due to the RCDTC under this section may be deducted from progress payments.

5.25 Protection of Work and Property.

- A. The Contractor shall digitally record video and take photographs of the Project site and adjacent improvements in a manner and quality that clearly depicts the existing condition of the Project Site and adjacent improvements immediately prior to the start of Work (minimum 1080p video and 4MP photo). All videos and photographs shall be date and time stamped. The Contractor shall submit the video and photos in digital format on a memory stick before the commencement of Work, along with a map outlining the route and locations of the videos and/or photographs. The Contractor shall be responsible for all damage to persons or property resulting from the Work. The contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the RCDTC. All Work shall be solely at the Contractor's risk.
- B. The contractor shall adequately protect adjacent property from settlement or loss of lateral support, as necessary. The contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly always maintain, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and guards for protection of workers

and the public, and shall post danger signs warning against hazards created during construction. The contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

- C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
1. Enclose the working area with a substantial barricade and arrange work to cause a minimum amount of inconvenience and danger to the public.
 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 3. Deliver materials to the Site over a route designated by the RCDTC.
 4. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the RCDTC. The contractor shall not unreasonably encumber the Site with its materials.
 5. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the RCDTC, at no cost to the RCDTC.
 6. Ensure that existing facilities, fences, and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the RCDTC.
 7. Preserve and protect from injury all buildings, pole lines and all directional, warning and mileage signs that have been placed within the right-of-way.
 8. At the completion of work each day, leave the Work and the Site in a clean, safe condition.
 9. Comply with any stage construction and/or traffic handling plans. Access to residences and businesses shall be maintained, except with the RCDTC's written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to the RCDTC at least seven (7) Days in advance, and the RCDTC may issue or withhold approval in its sole discretion.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

- E. Should damage to persons or property occur due to the Work, the Contractor shall promptly notify the RCDTC, in writing, email and by telephone. The contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The RCDTC shall be entitled to inspect and copy any such documentation, video, or photographs. The contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the Project.

5.26 Emergencies.

- A. In emergencies affecting the safety or protection of persons or the Work or Property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the RCDTC or the Engineer, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations in the Contract Documents have been caused thereby.

ARTICLE 6 -MATERIALS; INSPECTION

6.1 Access to Work.

- A. The RCDTC, Engineer, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

6.2 Materials.

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time. Unless otherwise specified, all materials, parts, and equipment furnished by the Contractor in the Work shall be new, the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of excellent quality.
- B. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or Supplier. The contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project to the RCDTC free from any claims, liens, or charges.
- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work. Materials shall be

stored on the Project Site in such a manner so as not to interfere with any operations of the RCDTC or any independent contractor.

- D. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the RCDTC shall not be liable for Contractor's failure to do so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Schedule, will be allowed because of differences between actual measurements, dimension, elevations, and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

6.3 Test and Inspections.

A. Inspection of Work.

1. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or approved, Contractor shall provide the Engineer at least two (2) Days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the RCDTC, Contractor shall promptly inform the RCDTC of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for RCDTC testing and inspection shall be paid by the RCDTC. Costs of tests for Work found not in compliance shall be paid by the Contractor.
2. If Contractor gives notice of an inspection pursuant to the Contract Documents, the RCDTC will provide inspection during normal working hours from 8:00 a.m. to 5:30 p.m. Monday through Friday. Requested inspections before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends require two (2) Days' notice for review and approval. Upon written request and approval, the 8.5-hour working day may be changed to other limits.
3. The Contractor shall pay for the cost of any minimum "show up" costs of a materials testing technician that was called for by the Contractor, but the Contractor work was not ready for the inspection. Any such costs shall be deducted from any amounts due to the Contractor.
4. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
5. Where inspection and testing are to be conducted by an independent laboratory or agency, materials, or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the RCDTC, and not by Contractor. Unless otherwise stated and as provided by the Contract Documents, the RCDTC shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

6. Reexamination of Work may be ordered by the RCDTC. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found in accordance with the Contract Documents, the RCDTC shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

B. Testing of Materials.

1. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the RCDTC so that the RCDTC may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
2. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
3. Unless otherwise specified in the Special Provisions, all initial testing and a reasonable amount of retesting will be performed under the Engineer's direction, at no expense to the Contractor. The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed Supplier and source of material. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when samples which are representative may be obtained.
4. A Certificate of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so, required by the Engineer. The Engineer may waive the materials testing requirements and accept a Certificate of Compliance. Material test data may be required by the Engineer to be included with the Submittal. Materials used based on a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.
5. Copies of mill certificates of composition and quality of all component materials (reinforcing steel, structural steel, lumber, etc.) incorporated in the construction of the Work shall be provided to the RCDTC at the time of delivery. The RCDTC shall retain the right to reject any raw material not provided with a mill certificate at the time of delivery.
6. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after

improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work, and shall be removed from the Project Site all at the Contractor's expense.

6.4 Requests for Substitutions.

- A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method, or service equal to or better in every respect to that indicated in the Contract Documents or otherwise referenced herein.
- B. Pursuant to Public Contract Code section 3400(b), the RCDTC may make a finding described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." The contractor may, unless otherwise stated, offer as a substitution for any material, process, or article which may be equal to or better in every respect to that indicated or specified in the Contract Documents. However, the RCDTC has adopted uniform standards for certain materials, processes, and articles.
- D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) Days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the RCDTC, the Contractor shall provide the material, method or service specified herein. The RCDTC shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is equal to or better than that specified and to approve or reject all substitution requests.
- E. Substantiating data as described above shall include, at a minimum, the following information:
 - 1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is equal to or better than that specified in every way except as may be listed on the affidavit.
 - 2. Illustrations, specifications, catalog cut sheets, and any other relevant data are required to prove that the material, process, or article is equal to or better than that specified.
 - 3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the length of the contract.

- 4. Information detailing the durability and lifecycle costs of the proposed substitution.
- F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related to the same substitution request resulting from the Contractor's failure to initially submit a complete package.
- G. Time limitations within this Article shall be complied with and in no case will an extension of time for completion of the contract be granted because of the Contractor's failure to provide substitution requests at the time and in the manner described herein.
- H. The Contractor shall bear the costs of all the RCDTC work associated with the review of substitution requests.
- I. If substitution requests approved by the Registered Professional Forester require that the Contractor furnish materials, methods, or services more expensive than that specified, the increased costs shall be borne by the Contractor.

ARTICLE 7 -SUBSURFACE AND PHYSICAL CONDITIONS; UTILITIES

7.1 Soils Investigations.

- A. Reports and Drawings. The Special Conditions identify: those reports known to the RCDTC of explorations and tests of subsurface conditions at or contiguous to the site; and those drawings known to the RCDTC of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractors may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability and are not Contract Documents. The contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against the RCDTC, RCDTC's Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto.
 - 2. other data, interpretations, opinions, conclusions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

7.2 Ownership of Site Materials Found.

- A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by the RCDTC. Neither Contractor nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Contractor will, as determined by the RCDTC, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided the RCDTC shall have the right to use or consume these materials without payment to a third party.

7.3 Existence of Utilities at the Work Site.

- A. Existing Utilities. Nothing herein shall be deemed to require the RCDTC to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter, and junction boxes, on or adjacent to the Site of the Project.

B. Utility Location.

1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which the Contractor believes may affect or be affected by the Contractor's operations, by taking all reasonable steps necessary including, but not limited to, calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code 4216 et seq. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Article. The location of utilities shall be in conformance with Government Code section 4216 et seq.
2. A "High Priority Subsurface Installation" is defined in Government Code section 4216 (j) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
3. A "Subsurface Installation" is defined in Government Code section 4216 (s) as "any underground pipeline, conduit, duct, wire, or other structure, except no pressurized sewer lines, no pressurized storm drains, or other non-pressurized drain lines."
4. Pursuant to Government Code section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than 14 Days before performing any work. The date of the notification shall not count as part of the two-working-day notice. Before notifying the appropriate regional notification center, the Contractor shall delineate the area to be

excavated. The Contractor shall request that the utility owners conduct a utility survey and mark or indicate their service's location. The Contractor shall furnish the Engineer with written documentation of its contact(s) with the regional notification center before starting excavation at such locations.

- C. Utility Relocation and Repair. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Project Manager and RPF in writing. The Project Manager will supply a method for correcting said interferences in accordance with the responsibilities of this Article and Government Code section 4215. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall decide and bear all costs for such work.

ARTICLE 8 - PROSECUTION OF THE WORK

8.1 Contractor's Means and Methods.

- A. Contractor is solely responsible for the means and methods utilized to perform the Work. Contractor shall perform all Work in a skillful and skillful manner, and consistent with the standards recognized as being employed by professionals in the same discipline in the State of California. Contractor warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Contractor represents that it, its employees, and Subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform the Work in full compliance with all applicable state, federal and local laws and to all jurisdictions having authority over the Project.

8.2 Construction Schedule.

- A. General Requirements. The schedule shall be prepared in a critical path method format and in an electronic scheduling program acceptable to the RCDTC and as specified in the Contract Documents. The contractor shall deliver the schedule and all updates to the RCDTC in both paper and electronic form. The electronic versions shall be in the format and include all data used to prepare the schedule.
- B. Schedule. The receipt or approval of any schedules by the RCDTC shall not relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible for determining and providing all staffing and resources at levels which allow for excellent quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the

Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract Time. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed, and accepted by the RCDTC.

- C. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and “float time” for all “slack” or “gaps” in the non-critical activities. The schedule shall include appropriate time allowances and constraints for Submittals, items of interface with Work performed by others, and specified construction, start-up, and performance tests. All floats shall be owned by the Project. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by the RCDTC.
- D. Schedule Updates. The contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the RCDTC: (1) prior to the start of construction, if there are any changes to the initial schedule; (2) with each progress payment request; and (3) whenever requested to do so by the RCDTC. The RCDTC may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon the RCDTC’s request, Contractor shall submit any schedules or updates to the RCDTC in the native electronic format of the software used to create the schedule. The contractor shall also submit schedules showing a two-week detailed look-ahead at weekly meetings conducted with the RCDTC. The two-week look-ahead schedule shall clearly identify all staffing and other resources which in the Contractor’s judgment are needed to complete the Work within the Contract Time, and it shall clearly state the number of staff to be used on each daily segment of the Work.
- E. Acceptance. Acceptance of the schedules by the RCDTC will not impose responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve the Contractor of the Contractor’s full responsibility, therefore.

8.3 Time for Completion and Liquidated Damages.

- A. Time for Completion. The time for completion set forth in Article 2 of the Contract for Construction shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The RCDTC is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the RCDTC’s receipt or acceptance of the Contractor’s proposed earlier completion date. Any difference in time between the Contractor’s early completion and the Contract Time shall be considered a part of the Project float. The contractor shall not be entitled to compensation, and the RCDTC will not compensate the Contractor for delays which impact early completion. Contractor shall not, under any circumstances, receive additional compensation from the RCDTC (including but not limited to indirect, general, administrative, or other forms of overhead costs) for the

period between the time of earlier completion proposed by the Contractor and the Contract completion date.

- B. Liquidated Damages. If the Work is not completed within the Contract Time(s), the RCDTC will suffer damage. In accordance with Government Code section 53069.85 and Public Contract Code section 7102, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the RCDTC as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. The contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- C. Inclement Weather. The contractor shall abide by the RCDTC's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. The contractor shall not be entitled to reverse liquidated damages for time extensions resulting from inclement weather.
- D. Extension of Time. The contractor's entitlement to an extension of the Contract Times is limited to an RCDTC-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the RCDTC-caused delay extends the critical path beyond the previously approved Contract Time. The RCDTC shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. The contractor shall not be entitled to an adjustment in the Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor. If approved, the increase in time required to complete the Work shall be added to the Contract Time.
- E. Force Majeure. If a delay to the critical path results from a Force Majeure Event, the Contractor will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays.
- F. No Damages for Reasonable Delay. The RCDTC's liability to Contractor for delays for which the RCDTC is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the RCDTC be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable RCDTC delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.
- G. Procedure for Time Extensions and Delay Damages. Contractor shall not be entitled to any extension of time unless Contractor properly notices the delay and adjustment to compensation and requests a Change Order in accordance with Article 9.1 Change Orders and Time Extensions. The contractor's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall

constitute a waiver of Contractor's right to a time extension or reverse liquidated damages.

8.4 Contractor's Responsibility for Work.

- A. Responsibility for, and security of, all Work and materials related to Contractor's Work is the responsibility of Contractor until final acceptance of the Contractor's Work by the RCDTC. The RCDTC shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance. Contractor shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause whether arising from the execution or non-execution of the Work and all loss or damage shall be borne by Contractor. The Contractor shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portion of the Work before its completion and acceptance. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code.

8.5 Occupancy.

- A. The RCDTC reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

8.6 Securities for Money Withheld.

- A. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the RCDTC to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the RCDTC to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the RCDTC or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement in the form provided in section 22300 of the Public Contract Code.

8.7 The RCDTC's Right to Suspend/Terminate the Contract.

A. Suspension of Work by the RCDTC.

1. The RCDTC in its sole and absolute discretion for any reason or no reason whatsoever may at any time, with or without cause, suspend the performance of all or any part of the Work by giving not less than five (5) Days written notice to the Contractor. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the suspension period. Contractor shall try to utilize its plant, labor, and equipment to minimize costs associated with suspension.
2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise: (1) immediately discontinue Work on the date and to the extent specified in the notice; (2) place no further orders or subcontracts for material,

services, or facilities with respect to suspended Work other than to the extent required in the notice; (3) promptly make every reasonable effort to obtain suspension upon terms satisfactory to the RCDTC of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and (4) continue to protect and maintain the Work including those portions on which Work has been suspended.

3. The RCDTC shall not be liable for any additional costs, damages or anticipated profits incurred by Contractor or its Subcontractors and the Contract Price shall not be increased during the period of suspension, except the actual costs incurred by Contractor, excluding overhead and profit for (a) the purpose of safeguarding the Work and material and equipment in transit or at the Site during the period of suspension, (b) Contractor's or its Subcontractor's rented equipment which are maintained at the Site, or (c) other reasonable and unavoidable costs of shutting down the Work, or reassembling personnel and equipment resulting directly from such suspension. Contractor shall be granted an extension of the Contract Time equal to the number of days performance of Work is suspended; provided, however, that no actual costs or extension of Contract Time shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.

B. Termination for Cause by the RCDTC.

1. In the sole estimation of the RCDTC, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the RCDTC may serve written notice upon the Contractor and its surety of the RCDTC's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to the RCDTC have been made for correction of said violations.
2. After expiration of the ten (10) Day period, the RCDTC may terminate the Contract by providing a Notice of Termination to the Contractor. The RCDTC may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project performance bond. If the RCDTC takes over the Work, the RCDTC may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.
3. The contractor is not entitled to receive any further payment hereunder due to this termination. The contractor and its surety shall be liable to the RCDTC for any excess costs or other damages incurred by the RCDTC to complete the Work, including professional services and expenses, reasonable overhead, profit, and

attorneys' fees. This payment obligation shall survive completion of the Project and termination or expiration of this Contract.

C. Termination for Convenience by the RCDTC:

1. The RCDTC may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, upon ten (10) Days written notice if the RCDTC determines that a termination is in the RCDTC's interest. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the RCDTC, the extent of termination, and the effective date of such termination.
2. After receipt of Notice of Termination, and except as directed by the RCDTC, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations: (1) stop Work as specified in the Notice; (2) complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents; (3) leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety; (4) terminate all subcontracts to the extent that they relate to the portions of the Work terminated; and (5) place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
3. In case of such termination for the RCDTC's convenience, the Contractor shall be entitled to receive payment for Work completed by Contractor in conformity with this Contract prior to Contractor's receipt of RCDTC's Notice and costs incurred by reason of such termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the RCDTC's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the RCDTC no later than 30 Days after the effective date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience." If the RCDTC rejects any costs, the Contractor shall be deemed to waive the rejected costs unless Contractor files a Claim within thirty (30) Days of the rejection pursuant to Article 9.2.
4. Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this Article are in addition to and not in limitation of any other rights or remedies available to the RCDTC.
5. Termination of the Contract shall not relieve surety of its obligation for any just claims arising out of or relating to the Work performed.
6. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the

RCDTC may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the RCDTC, or the Contract is terminated.

7. If the RCDTC terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

8.8 Defective Work.

A. The RCDTC May Correct Defective Work.

1. If Contractor fails to correct Defective Work, or to remove and replace rejected Work as required by the RCDTC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the RCDTC may, after seven (7) Days written notice to Contractor, correct, or remedy any such deficiency.
2. In connection with such corrective or remedial action, the RCDTC may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the RCDTC has paid Contractor but which are stored elsewhere. The contractor shall allow the RCDTC, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable the RCDTC to exercise the rights and remedies to correct the Defective Work.
3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the RCDTC correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the RCDTC shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses, and damages will include all costs of repair or replacement of others destroyed or damaged by correction, removal, or replacement of defective Work.
4. If the Change Order is executed after all payments under the Contract have been paid by the RCDTC and the Project retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of retention to be paid to the RCDTC. If the Change Order is executed after release of the Project retention, an appropriate amount will be paid by the Contractor to the RCDTC. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the RCDTC correcting Defective Work.

B. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of defective Work, the RCDTC prefers to accept it, the RCDTC may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the RCDTC's evaluation of and determination to accept such defective Work and for the diminished value of the Work. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the RCDTC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by the RCDTC. If the acceptance of defective occurs after release of the Project retention, an appropriate amount will be paid by Contractor to the RCDTC.

8.9 Completion and Acceptance of Work.

- A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection with the RCDTC and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take measures necessary to complete such Work or remedy such deficiencies.
- B. Final Acceptance. The Engineer will accept the Work on behalf of the RCDTC. Such acceptance by the RCDTC shall not constitute a waiver of defects. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Record Documents, and other documents required by the Contract Documents, the RCDTC shall execute a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

8.10 Guarantee of Work.

- A. The RCDTC shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall, within ten (10) Days after being notified, commence and perform with due diligence all necessary work to remedy the failure, defect, or damage. If the Contractor fails to promptly remedy any defect or damage, the RCDTC shall have the right to replace, repair or otherwise remedy the defect or damage at the Contractor's expense. [OBJ]
- B. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the RCDTC may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- C. This Article shall not limit RCDTC's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. Nothing in the warranty or Contract Documents shall be construed to limit the rights and remedies available to the RCDTC at law or in equity, including Code of Civil Procedure section 337.15.

ARTICLE 9 - CHANGE ORDERS; DISPUTE RESOLUTION

9.1 Change Orders and Time Extensions.

- A. Change Orders. All changes to the Contract, including compensation increases and time extensions, shall be through a written Change Order in accordance with this Article. The RCDTC, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and Contractor's compensation and the time for completion shall be adjusted accordingly. Whenever any change is made as provided for herein, it shall be considered and treated as though originally included in the Contract and subject to all terms, conditions, and provisions of the original Contract. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the Work, including Additional Work, promptly and expeditiously. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.
- B. RCDTC Directive. The RCDTC may direct changes in the Work by delivering a written directive. To the extent the work directive results in a change to compensation or time, Contractor must timely request a Change Order and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Contractor's failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to compensation or time extension for Work performed under the directive. The RCDTC shall not be liable to the Contractor for Work performed or omitted by Contractor in reliance on verbal orders.
- C. Contractor's Notice of Change/Delay. If Contractor intends to initiate a Change Order Request, then Contractor shall provide the RCDTC with written notice of the underlying facts and circumstances that gave rise to the proposed change within the following times:
1. If due to unknown subsurface or latent physical conditions, within three (3) days from the discovery date or prior to the alterations of the conditions, whichever is earlier.
 2. If due to a Force Majeure Event, as soon as reasonably practicable under the conditions, which shall be no longer than three (3) days from the date the Contractor discovers that the Force Majeure Event gives rise to a change, unless that the conditions are such that notice within three (3) days is not possible or practicable.
 3. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) Days from the discovery date.

To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time.

If the circumstances give rise to both a cost adjustment and time extension, Contractor shall submit the notice of change and notice of delay concurrently.

- D. Request for Change in Compensation and/or Extension of Time. Contractor shall submit a Change Order Request for any adjustment to Contractor's compensation and/or any extension of time. The Change Order Request shall be made prior to incurring any expense and within fourteen (14) Days of either the Contractor's notice of change/delay or the RCDTC's directive ordering the change. For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to the RCDTC notice of the costs or information and all supporting documentation within five (5) Days of when the costs or other information become subject to determination. The Change Order Request shall include all the following information (unless inapplicable to the change):
1. A detailed description of the circumstances giving rise to the request.
 2. A complete itemized cost proposal, including itemized pricing for first-tier Subcontractors.
 3. Supporting documentation for all costs.
 4. A time impact analysis showing the impact of the delay to the critical path to completion.
 5. If any added costs or information cannot be determined at the time of the Change Order Request, the reason the costs or information cannot be determined at the time; and
 6. Certification of the accuracy of the Change Order Request under penalty of perjury.

The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule. The RCDTC may demand, and Contractor shall provide, any additional information supporting the Change Order Request, including native electronic format version of schedules and time impact analyses. The contractor shall provide the requested additional information within five (5) Days of the request.

- E. RCDTC's Final Decision on Change Order; Ordered Changes. If the RCDTC denies the Change Order Request or disagrees with the proposal submitted by the Contractor, it will notify the Contractor, and the RCDTC will provide its opinion of the appropriate price and/or extension time. If no agreement can be reached, the RCDTC shall have the right to order the Work performed on a time and materials basis or to issue a unilateral Change Order setting forth the RCDTC's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The RCDTC shall also have the right to order changes in the Work to be performed promptly by the Contractor on a time and materials basis or to issue a unilateral Change Order setting forth the RCDTC's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The RCDTC's determination shall become final and binding if the Contractor fails to submit a claim in writing in accordance with Article 9.2 to the RCDTC within fourteen (14) Days of the

issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the RCDTC may require.

F. Contractor's Waiver of Further Relief.

1. Contractor recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the RCDTC or available to the RCDTC through other means, is not a mere formality but is of crucial importance to the ability of the RCDTC to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs, or job meeting minutes), that does not comply with the formal requirements of this Article, shall accordingly be insufficient.
2. CONTRACTOR'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE/DELAY AND/OR CHANGE ORDER REQUEST, OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

G. Change Order Format. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect, and overhead) related to the Work authorized by the Change Order. The RCDTC may designate the forms to be used for notices, requests, and Change Orders. If so designated, Contractor may only use such forms. The contractor shall not reserve the right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change the RCDTC's Change Order form to try to reserve additional rights.

H. Determining Adjustments to Compensation.

1. Limitations on Costs. Contractor shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field, or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.

2. Unit Price Change Orders.

- a. When the actual quantity of a Unit Price Work item varies from the Bid Schedule, compensation for the change in quantity will be calculated by multiplying the actual quantity by the unit price. This calculation may result in either an additive or deductive Change Order. Bid items included on the Bid Schedule may be deducted from the Work without any negotiated extra costs. Because Unit Price Work includes overhead and profit as determined by Contractor at the time of its Bid submission, no mark up or deduction for overhead and profit will be allowed.
 - b. The RCDTC or Contractor may initiate a Change Order or Change Order Request to adjust the Contract Price in accordance with Contractor Documents based on actual quantities of Unit Price Work. The RCDTC or Contractor may make a claim for an adjustment in the Unit Price in accordance with the Contract Documents if: (1) the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; (2) there is no corresponding adjustment with respect to any other item of Work; and (3) Contractor believes that Contractor is entitled to an increase in unit price as a result of having incurred additional expense or the RCDTC believes that the RCDTC is entitled to a decrease in unit price and the parties are unable to agree as to the amount of any such increase or decrease.
3. Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Contractor and the RCDTC.
4. Time and Materials Change Orders. The RCDTC may direct the Contractor to proceed with the Additional Work with payment to be made based on actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Contractor exceeds at its own risk.
5. Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows:
- a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. Estimated labor hours must only include hours for those workers and working supervisors directly involved in performing the change order work. Supervision above the level of working supervisors (such as general supervisors, superintendent, project manager, etc.) is included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered covered by the markup. Labor burden allowable in Change

Orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractors shall reduce their standard payroll tax percentages to accurately reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price Change Orders will be examined at the conclusion of the Project and an adjustment to the approved Change Orders will be processed if it is determined that the actual labor burden percentage should have been than the estimated percentage used.

- b. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon Supplier or manufacturer's invoice.
- c. Tool and Equipment Use. Regardless of ownership, the rates used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, when the work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for the use of each item of equipment shall be the rate resulting in the least total cost to the RCDTC for the total period of use. The RCDTC shall make the final determination of an equitable equipment rental rate. No payment will be made for small tools, which have a replacement value of \$1,000 or less. The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns. All equipment should, in the RCDTC's opinion, be in good working condition and suitable for the purpose for which it is to be used. All equipment should, in the RCDTC's opinion, be in good working condition and suitable for the purpose for which it is to be used. with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Before construction equipment is used on any Additional Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the RCDTC, in duplicate, a description of the equipment and its identifying number. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered tolerated, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be 1/2-day of operation.
6. Allowed Mark-up. The allowed mark-up for all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:
 - a. "Net Cost" is defined as the actual costs of labor, materials, tools, and equipment only, excluding overhead and profit. The costs of applicable insurance and bond

premium will be reimbursed to the Contractor and Subcontractors at cost only, without mark-up. The contractor shall provide the RCDTC with documentation of the costs, including payroll records, invoices, and other information as the RCDTC may request.

- b. For Work performed by the Contractor's forces the allowed mark-up shall not exceed fifteen (15%) percent of labor costs, ten percent (10%) of material costs, and ten percent (10%) of the cost of tools and equipment use.
- c. For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Subcontractor's Net Cost of the Work to which the Contractor may add up to five percent (5%) of the Subcontractor's Net Cost.
- d. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the Subcontractor and Contractor may each add up to an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
- e. No additional mark-up will be allowed for lower-tier subcontractors, and in no case shall the added cost for overhead and profit payable by the RCDTC exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

7. Documentation of Time-and-Material Costs.

- a. T&M Daily Sheets. Contractors must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the RCDTC's for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the RCDTC's agreement to Contractor's entitlement to the cost.
- b. T&M Summary Sheet. The contractor shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. The contractor's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the Additional Work.

8. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Contractor's mark-up, shall not be allowed costs, and shall not be included in any lump sum proposals or time-and-materials invoices:

- a. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in

Contractor's principal office or any branch office, material yard, or shop for general administration of the Work;

- b. Office Expenses. Expenses of Contractor's principal and branch offices.
- c. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments.
- d. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- e. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor.
- f. Administrative Costs. Costs associated with the preparation of Change Orders (whether authorized), cost estimates, or the preparation or filing of Claims.
- g. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention.
- h. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods.
- i. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- j. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; insurance and bond premiums.

9.2 Procedure for Resolving Claims.

- A. Prerequisites. Contractor shall timely comply with all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 9.1, as a prerequisite to filing any claim governed by this Article. The failure to timely submit

a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

B. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all applicable law, including these statutes.

C. Claims. For purposes of this Article, "Claim" means a separate demand by the Contractor for:

1. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the RCDTC.
2. Payment by the RCDTC of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or
3. The amount the payment of which is disputed by the RCDTC.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

D. Filing Claims. Claims governed by this Article may not be filed unless and until the Contractor completes all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the RCDTC and shall include on its first page the following words in 16-point capital font: "THIS IS A CLAIM." The Claim shall include all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

E. Documentation. The Contractor shall submit all Claims in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made.
 2. List of documents relating to Claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
 3. Chronology of events and correspondence
 4. Narrative analysis of Claim merit
 5. Analysis of Claim cost, including calculations and supporting documents
 6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested.
- F. RCDTC's Response. Upon receipt of a Claim pursuant to this Article, the RCDTC shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after the RCDTC issues its written statement.
1. If the RCDTC needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the RCDTC's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the RCDTC shall have up to three (3) Days following the next duly publicly noticed meeting of the RCDTC's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 2. Within 30 Days of receipt of a Claim, the RCDTC may request in writing additional documentation supporting the Claim or relating to defenses or Claims the RCDTC may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the RCDTC and the Contractor. The RCDTC's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 Days (if the Claim is less than \$50,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the

Contractor in producing the additional information or requested documentation, whichever is greater.

- G. Meet and confer. If the Contractor disputes the RCDTC's written response, or the RCDTC fails to respond within the time prescribed, the Contractor may so notify the RCDTC, in writing, either within 15 Days of receipt of the RCDTC's response or within 15 Days of the RCDTC's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a request, the RCDTC shall schedule a meeting and conference within 30 Days for settlement of the dispute.
- H. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the RCDTC shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the RCDTC issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the RCDTC and the Contractor sharing the associated costs equally. The public entity and Contractor shall agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing unless the parties agree to select a mediator later.
1. If the parties cannot agree on a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate regarding the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the neutral mediator's selection.
 2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.
 3. Unless otherwise agreed to by the RCDTC and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has commenced.
 4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation unless a new unrelated Claim arises after mediation is completed.
- I. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period utilized by the meet and confer conference.

J. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a worthy cause showing to the court.
2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

K. Government Code Claim Procedures.

1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.
2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the RCDTC.
3. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the RCDTC.
4. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project,**

whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

- L. Non-Waiver. The RCDTC's failure to respond to a Claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this Article.

ARTICLE 10 - MEASUREMENT; PAYMENT

10.1 Cost Breakdown.

- A. Lump Sum Work. Contractor shall furnish on forms approved by the RCDTC within ten (10) Days of the Notice to Proceed, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such a form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's applications for payment. The contractor shall submit the schedule of values prior to submitting its first application for payment, and the RCDTC will not issue any payment until it receives and approves the schedule of values.
- B. Unit Price Work. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for comparison of Bids and determining an initial Contract Price. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and or profit for each separately identified item. Unless otherwise specified, payment will be based on the actual quantities of Work as verified and approved by the Engineer, based on the price per unit as set forth in the Bid Schedule.

10.2 Progress Estimates and Payment.

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date Work was first commenced and ending on the end of the calendar month for which the payment request is prepared. The contractor shall include an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid. The contractor shall include any amount earned for authorized Change Orders. The contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.
- B. From the total thus computed, a deduction shall be made in the amount of five percent (10%) for retention, except where the RCDTC has adopted a finding that the Work done under the Contract is complex, and then the amount withheld as retention

shall be the percentage specified in the Notice Inviting Bids. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

- C. The RCDTC may withhold enough or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:
1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 2. Defective Work not remedied.
 3. Failure of Contractor to make proper payments to his Subcontractor or for material or labor.
 4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
 5. Damage to another contractor or a third party.
 6. Amounts which may be due the RCDTC for claims against Contractor.
 7. Failure of Contractor to keep the Record Drawings up to date.
 8. Failure to provide update on construction schedule as required herein.
 9. Site cleanup.
 10. Failure to comply with Contract Documents.
 11. Liquidated damages.
 12. Legally permitted penalties.
- D. The RCDTC may apply such withheld amount or amounts to payment of such claims or obligations at its discretion except subsections (C)(1), (3), and (5) of this Article, which must be retained or applied according to applicable law. In so doing, the RCDTC shall be deemed the agent of Contractor and any payment so made by the RCDTC shall be considered as a payment made under contract by the RCDTC to Contractor and the RCDTC shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The RCDTC will render the Contractor a proper accounting of such funds disbursed on behalf of the Contractor.
- E. Upon receipt, the Project Manager and RPF shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The RCDTC shall make the progress payment within 30 Days after the receipt of an

undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the RCDTC to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of Days by which the Engineer exceeds the seven (7) Day requirement.

- F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the RCDTC.
- G. The RCDTC shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

10.3 Final Acceptance and Payment

- A. Following the RCDTC's acceptance of the Work, the Contractor shall submit to the RCDTC a written statement regarding the final quantities of unit price items for inclusion in the final payment request. The RCDTC shall have the right to adjust any estimate of quantity and to correct any error made in any estimate for payment.
- B. When the Work is accepted, there shall be paid to Contractor a sum equal to the Contract Price less any amounts previously paid Contractor and less any amounts withheld by the RCDTC from Contractor under the Contract. The final ten percent (10%), or the percentage specified in the Notice Inviting Bids where the RCDTC has adopted a finding of complete, shall not become due and payable until as required by Public Contract Code section 7107. If the Contractor has placed securities with the RCDTC as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the Contract Price less any amounts due to the RCDTC under the terms of the Contract.
- C. Unless Contractor advises the RCDTC in writing prior to acceptance of the final ten percent (10%) or the percentage specified in the Notice Inviting Bids where the RCDTC has adopted a finding of completion, or the return of securities held as described herein, said acceptance shall operate as a release to the RCDTC of all claims and all liability to Contractor for all things done or furnished in connection with this Work and for every act of negligence of the RCDTC and for all other claims relating to or arising out of this Work. If Contractor advises the RCDTC in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the RCDTC may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the RCDTC with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final, or otherwise, shall operate to release Contractor or its sureties from the faithful performance bond, labor, and material payment bond, or from any other obligation under this Contract.
- D. In case of termination of the Contract any unpaid balance shall be and become the sole and absolute property of the RCDTC to the extent necessary to repay the RCDTC any excess in the cost of the Work above the Contract Price.

- E. Final payment shall be made no later than 60 Days after the date of acceptance of the Work by the RCDTC or the date of occupation, beneficial use and enjoyment of the Work by the RCDTC including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the RCDTC and the Contractor, the RCDTC may withhold from the final payment an amount not to exceed 150% of the disputed amount.
- F. Within ten (10) Days from the time that all or any portion of the retention proceeds are received by the Contractor, Contractor shall pay each of its Subcontractors from whom retention has been withheld each Subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 11 -MISCELLANEOUS

11.1 Patents.

- A. Contractor shall hold and save the RCDTC, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished, or used by Contractor in the performance of this Contract.

11.2 Document Retention & Examination

- A. In accordance with Government Code section 8546.7, the records of the RCDTC and the Contractor shall be subject to examination and audit by the State Auditor General for three (3) years after final payment. Contractor shall make available to the RCDTC any of the Contractor's other documents related to the Project immediately upon request of the RCDTC. In addition to the State Auditor rights above, the RCDTC shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the RCDTC, for a period of four (4) years after final payment.

11.3 Notice.

- A. All notices shall be in writing and either served by personal delivery or mailed to the other party. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to the RCDTC shall be addressed to the RCDTC as designated in the Notice Inviting Bids unless the RCDTC designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

11.4 Notice of Third-Party Claims

- A. Pursuant to Public Contract Code section 9201, the RCDTC shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The RCDTC is entitled to recover reasonable costs incurred in providing such notification.

11.5 State License Board Notice

- A. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has authority to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

11.6 Assignment of Contract

- A. The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the rights or title of interest of any or all this contract without the prior written consent of the RCDTC. Any assignment or change of Contractor's name of legal entity without the written consent of the RCDTC shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

11.7 Change In Name and Nature of Contractor's Legal Entity.

- A. Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the RCDTC so that proper steps may be taken to have the change reflected in the Contract and all related documents. No change of Contractor's name or nature will affect the RCDTC's rights under the Contract, including the bonds.

11.8 Prohibited Interests

- A. No RCDTC official or representative who is authorized in such capacity and on behalf of RCDTC to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

11.9 Controlling Law

- A. Notwithstanding any subcontract or other contract with any Subcontractor, Supplier, or other person or organization performing any part of the Work, this Contract shall

be governed by the law of the State of California excluding any choice of law provisions.

11.10 Jurisdiction; Venue

- A. Contractor and any Subcontractor, Supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of [Tehama] County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

11.11 Cumulative Remedies.

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right, and remedy to which they apply.

11.12 Survival of Obligations.

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

11.13 Headings.

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

11.14 Assignment of Antitrust Actions

- A. In accordance with §7103.5(b) of the California Public Contract Code, Contractor and Subcontractors must conform to the following requirements:
 - 1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.
 - 2. This assignment must be made and become effective at the time the awarding body tenders to Contractor, without further acknowledgment by the parties.

11.15 Other Legal Provisions.

- A. The contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules, and regulations relating to the conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the RCDTC in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to RCDTC, he shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules, and regulations. Contractors shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- C. Contractor acknowledges and understands that pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) to supply mined material for this Contract.
- D. No RCDTC official or representative who is authorized in such capacity and on behalf of RCDTC to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.
- E. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by RCDTC, at no increase in Contract Price or extension in Contract Times, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

[END OF THIS SECTION]