

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY**

DEPT: Public Works

BOARD AGENDA: 8.1  
AGENDA DATE: October 14, 2025

**SUBJECT:**

Approval to Adopt Plans and Specifications for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project, Award the Construction Agreement to Mazingo Construction, Inc., and Approve a Professional Construction Management Services Agreement with Brown and Caldwell

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2025-0541**

On motion of Supervisor Grewal Seconded by Supervisor Chiesa  
and approved by the following vote,  
Ayes: Supervisors: Chiesa, Withrow, Grewal, C. Condit, and Chairman B. Condit  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

**MOTION:**



ATTEST: NOEMI LEON, Interim Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA:8.1  
AGENDA DATE: October 14, 2025

CONSENT

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

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**SUBJECT:**

Approval to Adopt Plans and Specifications for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project, Award the Construction Agreement to Mozingo Construction, Inc., and Approve a Professional Construction Management Services Agreement with Brown and Caldwell

**STAFF RECOMMENDATION:**

1. Approve the plans and specifications for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project.
2. Award a construction contract to Mozingo Construction, Inc., for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project.
3. Authorize the Director of Public Works to execute a contract with Mozingo Construction, Inc., for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project, in the amount of \$23,590,000, as recommended by the General Services Agency Director/Purchasing Agent.
4. Authorize the Director of Public Works to execute change orders, not-to-exceed 10%, in accordance with Public Contract Code Section 20137 and 20142.
5. Approve a Professional Construction Management Services Agreement with Brown and Caldwell, Inc., for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project.
6. Authorize the General Services Agency Director/Purchasing Agent to execute a Professional Construction Management Services Agreement with Brown and Caldwell, for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project, with a not-to-exceed amount of \$2,499,585, and to sign necessary documents.
7. Direct the Auditor-Controller to increase estimated revenue by \$218,438 and appropriations by \$5,800,625 in the County Operations - Crows Landing Industrial Business Project budget unit, as detailed in the attached budget journal.
8. Authorize the Director of Public Works to take any appropriate action necessary to

carry out the purpose and intent of these recommendations.

## **DISCUSSION:**

### Background:

The Crows Landing Air Facility was originally established in 1942 as an auxiliary airfield supporting Naval Air Station Alameda. The end of the Cold War reduced military operations at Crows Landing. The Department of Defense's Base Closure and Realignment Commission (BRAC) identified the airfield for closure during the 1990s. In 1999, the United States Congress passed Public Law 106-82 to convey the airfield to the County. Since taking ownership of the airfield, the County has sought opportunities to revitalize the County's economy through the reuse of the former airfield to benefit County residents and the region.

The Crows Landing Industrial Business Park (CLIBP) is a 1,528-acre site planned to become a hub for jobs, business, and innovation in Stanislaus County, and is located in an unincorporated area of Stanislaus County near the Crows Landing community. Designed to be built in three phases over 30 to 40 years, the project will include a general aviation airport, modern industrial space, public facilities, and a multimodal transportation corridor with supporting infrastructure. At full build-out, the CLIBP is projected to deliver more than 14 million square feet of business and industrial space, a 370-acre public-use airport, and over 14,000 living-wage jobs.

The path to making this vision a reality has been made possible through a strong commitment of resources. Approximately \$4.3 million was contributed to this project prior to 2019, from the General Fund and miscellaneous revenues. In Fiscal Year 2019, the Stanislaus County Board of Supervisors (Board) allocated \$22.8 million for planning and infrastructure development, including \$20 million from General Fund Reserves and \$2.8 million from the County's Economic Development Bank. In Fiscal Year 2023, the Board approved an additional \$12 million in American Rescue Plan Act (ARPA) funds to address emergency well repairs and water facility construction. Additionally, the County successfully secured a \$3.45 million grant from the U.S. Environmental Protection Agency (EPA) to support well improvement phases of the project. This blend of local, state, and federal funding demonstrates a commitment to investing in Stanislaus County's future.

As of June 30, 2025, a total of \$14.8 million has been invested in advancing project planning and implementation efforts, including California Environmental Quality Act (CEQA) studies, airport consulting, Phase 1A design and engineering, well improvements, security, general staff support, and consultant services such as the development of the Enhanced Infrastructure Financing District (EIFD) and marketing. In addition, there have been annual operating expenses at the facility and revenue that have been received from property leases and other temporary uses. As of July 2025, a fund balance of \$27.8 million remains.

Planning for this transformation has also been thoughtful and deliberate. The Board certified the Final Environmental Impact Report (EIR) for the Specific Plan in October 2018, with an Addendum published in 2021, ensuring that development moves forward responsibly, sustainably, and with community impacts carefully considered.

The 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water

Project (Project) area is bounded on the south by Fink Road, on the west by Davis Road, on the north by West Marshall Road, and on the east by Bell Road and State Highway 33. The Delta Mendota Canal crosses through the southern portion of the site. Water mains will be installed under Fink Road connecting the CLIBP site to the Crows Landing Community water well sites. Water well facilities will be constructed at two sites near Bonita Avenue and 4th Street in the Crows Landing community. The water facility improvements include water storage, pumping, treatment at the site, a water main in Fink Road between CLIBP and the Crows Landing water wells, and water well facility improvements for the Crows Landing community. These improvements will ensure that the local community and the future businesses of the park have access to safe, reliable, and sustainable water.

The Project is expected to provide a sustainable water source for all of Phase 1A and Phase 1B, depending on actual demands from business development in those initial phases. Future phases will likely require additional water sources to be determined through collaboration with partnership agencies on the Westside. There is room for additional water storage and related facilities at the CLIBP water treatment site to support expansion during a future phase.

Construction Contractor:

On May 20, 2025, an invitation to bid was electronically posted to the PlanetBids website. On July 10, 2025, two bids were received, opened and publicly read. The engineer’s estimate for the project was \$20,000,000. A summary of the bids follows:

<b>CONTRACTOR</b>	<b>BID AMOUNT</b>
Mozingo Construction, Inc.	\$ 23,590,000
Mountain Cascade Inc.	\$ 64,325,222

Staff reviewed the bid proposal package from Mozingo Construction, Inc., and determined it to be regular in all respects and recommends awarding a construction contract in the amount of \$23,590,000.

Public Works anticipates construction to begin in November 2025, and to be completed in the fall of 2027, weather dependent. Upon completion of the project, the water system will begin incurring operating and maintenance costs of approximately \$300,000 annually. In addition, Chief Executive Office (CEO) staff are preparing necessary steps to issue a new Request for Proposal (RFP) for a master developer. This process will require consultant support for RFP development and technical review of responses.

Construction Management Services:

Due to the large workload County Construction staff currently has on other projects and the complexity of this Project, a Construction Management (CM) consultant will be required to manage the Project through construction. On July 17, 2024, a Request for Proposals for CM services was electronically posted on PlanetBids. On August 16, 2024, one proposal was received from Brown and Caldwell. The criteria used to evaluate the proposal included:

- Understanding of work to be done,
- Experience with similar kinds of work,

- Quality of staff for work to be done,
- Capability of developing innovative or advanced techniques,
- Familiarity with state and federal procedures, and
- Financial responsibility.

Staff subsequently reviewed an initial fee proposal from Brown and Caldwell and entered into negotiations with the firm. County was able to negotiate down the CM fee to 10% of the construction cost, typical for larger complex projects. As a result, County recommends approving a contract in the amount of \$2,499,585 with Brown and Caldwell as a qualified firm to provide CM services for the Project.

**POLICY ISSUE:**

The County’s purchasing policy (Board Resolution No. 2025-0376) requires Board of Supervisors’ approval for contracts exceeding \$200,000 per contract year, and for multi-year contracts which exceed \$200,000 during the term of the contract. This requirement is based upon California Government Codes §25212, et seq, and §25502.5, et seq., which establish the powers of the Board of Supervisors and the Purchasing Agent. Staff is seeking authorization for the Purchasing Agent to enter into an agreement with Brown and Caldwell under this policy.

Furthermore, contracts above \$200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval for new contracts must be obtained through a department agenda item, and amendments, extensions, and renewals for such contracts may be approved through the quarterly Contract Summary Sheet process managed by the General Service Agency. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (Board Resolution No. 2025-0376; California Government Code §25502.5). Staff is seeking for the Director of Public Works to enter into an agreement with Mozingo Construction, Inc. under this policy. The General Services Agency Director/Purchasing Agent recommends the Public Works Director be granted signing authority. In addition, California Government Code Section 29125 provides that transfers and revisions to the adopted appropriations may be made by an action formally adopted by the Board of Supervisors at a regular or special meeting by a four-fifths vote.

**FISCAL IMPACT:**

Costs associated to assure delivery of the construction phase of the project are as follows:

Construction Contract:	\$ 23,590,000
Construction Contract Contingencies (10%):	\$ 2,359,000
Construction Management Contract:	\$ 2,499,585
<u>County Construction Engineering (Staff)</u>	<u>\$ 100,000</u>
Total Cost	\$28,548,585

Public Works recommends increasing estimated revenue by \$218,438 and appropriations by \$5,800,625 in the County Operations - Crows Landing Industrial

Business Project budget unit. This increase to estimated revenues will be the final funding allocation funded in part by an allocation totaling \$12,000,000 from Operating Transfers Out within the ARPA budget unit. The total increase in appropriations by \$5,800,625 is for the expenses relating to the construction of the Crows Landing Industrial Business Park. All remaining appropriations for this project have been appropriated in the 2026 Proposed Budget. If the staff recommendations are approved, the budget adjustments, once made, will result in a negative fund balance of approximately \$800,000. The projected funding gap factors in the full use of the \$2.4 million contingency, which is equal to 10% of the recommended construction contract. Staff is optimistic that the full contingency amount will not be utilized, and the total cost of the project will fall within existing resources.

Upon completion of the project, and inclusive of ongoing annual maintenance operating costs of \$300,000 beginning in 2027, a negative fund balance of approximately \$1.1 million is projected. A funding strategy to support annual maintenance costs after 2027 will be presented for Board of Supervisors consideration in a future budget cycle.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services* and *Enhancing Community Infrastructure* by ensuring the future businesses of the CLIBP and the Crows Landing community have access to safe, reliable, and sustainable water.

**STAFFING IMPACT:**

Existing Public Works staff is overseeing this project.

**CONTACT PERSON:**

David A. Leamon, Public Works Director

Telephone: (209) 525-4130

**ATTACHMENT(S):**

1. Available from Clerk - Plans & Specifications
2. Construction Agreement - Mozingo Construction, Inc.
3. Professional Services Agreement - Brown and Caldwell
4. Budget Journal
5. Levine Act Disclosure Statements

AVAILABLE FROM THE CLERK  
Plans & Specifications for the  
Crows Landing Industrial Business Park Phase 2022 &  
2024 Well Improvements, Phase 1A Water Facility and  
Offsite Water Project

## COUNTY OF STANISLAUS CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into by and between **Mozingo Construction, Inc.** whose place of business is located at **751 Wakefield Court, Oakdale, CA 95361** (“Contractor”), and the County of Stanislaus (“County”), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. \_\_\_\_\_ adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 awarded a construction contract in the amount of \$23,590,000.00 to Contractor for the **Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project, County Contract Number 220008** (“Project”) at below location (“Site”)

### Crows Landing, California

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

#### Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

#### Article 2. Architect/Engineer and Project Manager

- 2.1 **Wood Rodgers, Inc.** designed the Project and furnished the Plans and Specifications. **Wood Rodgers, Inc.** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County’s Representative in all matters relating to the Contract Documents.

#### Article 3. Contract Time and Liquidated Damages

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed as defined in the specification SC-23, page V-15 Working Days and Legal Holidays. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Number **350** Working Days from the date when the Contract Time commences to run as provided in the Agreement.

- 3.3 Liquidated damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Caltrans Standard Specifications.
- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

#### **Article 4. Contract Sum**

- 4.1 County shall pay Contractor the Contract Sum **Twenty-Three Million Five Hundred Ninety Thousand Dollars (\$23,590,000.00)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid (Exhibit A).

#### **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Contract Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations,

investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

#### **Article 6. Contract Documents**

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

##### **Agreement with the following exhibits**

- **Contractors Bid (Exhibit A)**
- **County's Insurance Requirements – (Exhibit B)**
- **Wage Rates (Exhibit C)**
- **American Rescue Plan Act (Exhibit D)**
- **Encroachment Permit (if applicable)**

##### **Public Works Request for Proposal**

##### **Contractor's Response**

##### **Project Plans**

##### **Project Specifications**

##### **State Standard Specifications and Standard Plans**

#### **Article 7. Indemnity**

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold

harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

#### **Article 8. Miscellaneous**

- 8.1 Terms and abbreviations used in this Agreement are defined in Project Specification Special Conditions, Section 1 page V-1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the

County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 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 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. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or

litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**If to County:**

Michael Karoly  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

**If to Contractor:**

Paul J. Graham  
Mozingo Construction, Inc.  
751 Wakefield Court  
Oakdale, CA 95361

**Article 9. Certification Regarding Economic Sanctions Pursuant to California State  
Executive Order N-6-22**

9.1 Contractor shall review their investments and contracts to ensure their compliance with 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 (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

9.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

9.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**COUNTY OF STANISLAUS**

**MOZINGO CONSTRUCTION, INC.**

By: \_\_\_\_\_  
David A. Leamon, Director  
Department of Public Works

By: *P. Jeffrey Graham*  
P. Jeffrey Graham (Sep 3, 2025 14:42:52 PDT)  
\_\_\_\_\_  
Paul J. Graham  
Construction Manager

**APPROVED AS TO FORM:**  
Thomas E. Boze, County Counsel

By: *Thomas E. Boze*  
Thomas Boze (Aug 28, 2025 15:02:32 PDT)  
\_\_\_\_\_  
Thomas E. Boze  
County Counsel

**EXHIBIT A**

Contractor's Bid

## Bid Results

### Bidder Details

**Vendor Name** Mozingo Construction, Inc.  
**Address** 751 Wakefield Court  
 Oakdale, California 95361  
 United States  
**Respondee** Kurtis Mozingo  
**Respondee Title** CEO/President  
**Phone** 209-848-0160  
**Email** sbaker@mozingoconstruction.com  
**Vendor Type** CADIR  
**License #** 702625

### Bid Detail

**Bid Format** Electronic  
**Submitted** 07/10/2025 9:51 AM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 438287

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
20250516130729382 1. Part III-Proposal Sheet III-1.pdf	20250516130729382 1. Part III-Proposal Sheet III-1.pdf	Part III-Proposal Sheet III-1
20250516130730585 2. Insurance Requirement Acknowledgement.pdf	20250516130730585 2. Insurance Requirement Acknowledgement.pdf	Insurance Requirement Acknowledgement
20250516130731138 3. Equal Employment Opportunity Certification (Bidder).pdf	20250516130731138 3. Equal Employment Opportunity Certification (Bidder).pdf	Equal Employment Opportunity Certification (Bidder)
4. EEOC Subs.pdf	4. EEOC Subs.pdf	Equal Employment Opportunity Certification (Subcontractor)
20250516130732147 5. Non-Discrimination of Individuals with Disabilities.pdf	20250516130732147 5. Non-Discrimination of Individuals with Disabilities.pdf	Non-Discrimination of Individuals with Disabilities
20250516130732621 6. Non-Collusion Affidavit.pdf	20250516130732621 6. Non-Collusion Affidavit.pdf	Non-Collusion Affidavit
20250516130733098 7. Public Contract Code.pdf	20250516130733098 7. Public Contract Code.pdf	Public Contract Code
20250516130734020 8. Debarment & Suspension Certification.pdf	20250516130734020 8. Debarment & Suspension Certification.pdf	Debarment & Suspension Certification
20250516130735450 9. Exhibit 10-Q Disclosure of Lobbying Activities.pdf	20250516130735450 9. Exhibit 10-Q Disclosure of Lobbying Activities.pdf	Exhibit 10-Q Disclosure of Lobbying Activities
20250516130736986 10. W-9 Form.pdf	20250516130736986 10. W-9 Form.pdf	W-9 Form
20250516130737529 11. Proposal Signature Sheet.pdf	20250516130737529 11. Proposal Signature Sheet.pdf	Proposal Signature Sheet
20250516130738999 12. California Levine Act Disclosure Statement.pdf	20250516130738999 12. California Levine Act Disclosure Statement.pdf	California Levine Act Disclosure Statement
13. Subcontractors List.pdf	13. Subcontractors List.pdf	Subcontractor List

## Subcontractors

Showing 7 Subcontractors

Name & Address	Desc	License Num	Amount	Type
<b>AAA Fence Company, Inc.</b> 2560 San Juan Hollister Rd. Hollister, California 95023	Fencing	522762	\$336,105.00	
<b>Blocka Construction, Inc.</b> 445 Boulder Court Pleasanton, California 94566	HVAC	679326	\$142,024.00	
<b>Dirt Dynasty, Inc.</b> P.O. Box 67 Farmington, California 95230	Concrete & Grading/Paving	1009473	\$2,520,249.00	DBE, MICRO, CADIR
<b>Fusion Electric, Inc.</b> 4919 Windplay Drive STE 4 El Dorado Hills, California 95762	Electrical	1036763	\$3,877,280.00	
<b>MASON PAINTING</b> 3242 LUYUNG DR RANCHO CORDOVA, California 9574	Painting / Coating	819987	\$203,241.00	
<b>MCPHEE MASONRY</b> PO Box 2094 OAKDALE, California 95361	Retaining Wall./ Building Sub	675127	\$723,409.00	Local
<b>Pacific Tank &amp; Construction, Inc.</b> 32236 Paseo Adelanto Ste. A San Juan Capistrano, California 9267	Tank Install	659385	\$1,758,250.00	

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Imported Items</b>							<b>\$23,590,000.00</b>		
1	1		MOBILIZATION/ DEMOBILIZATION	LS	1	\$1,000,000.00	\$1,000,000.00	Yes	
2	2		SWPPP / WATER POLLUTION CONTROL	LS	1	\$75,000.00	\$75,000.00	Yes	
3	3		TEMPORARY TRAFFIC CONTROL	LS	1	\$200,000.00	\$200,000.00	Yes	
4	4		WELDED STEEL RESERVOIR	LS	1	\$2,250,000.00	\$2,250,000.00	Yes	
5	5		PUMP STATION	LS	1	\$3,250,000.00	\$3,250,000.00	Yes	
6	6		EARTHWORK	LS	1	\$500,000.00	\$500,000.00	Yes	
7	7		PAVING AND CONCRETE WORK	LS	1	\$1,800,000.00	\$1,800,000.00	Yes	
8	8		YARD PIPING	LS	1	\$330,000.00	\$330,000.00	Yes	
9	9		STORM DRAIN SYSTEM	LS	1	\$375,000.00	\$375,000.00	Yes	
10	10		DISINFECTION BUILDING AND SYSTEM	LS	1	\$335,000.00	\$335,000.00	Yes	
11	11		CONTROL BUILDING	LS	1	\$400,000.00	\$400,000.00	Yes	
12	12		FENCING AND GATES	LS	1	\$180,000.00	\$180,000.00	Yes	
13	13		ELECTRICAL WORK	LS	1	\$1,700,000.00	\$1,700,000.00	Yes	
14	14		INSTRUMENTATION AND CONTROLS	LS	1	\$475,000.00	\$475,000.00	Yes	
15	15		CANAL CROSSING	LS	1	\$800,000.00	\$800,000.00	Yes	
16	16		PVC C900 OFFSITE WATER MAIN	LF	18000	\$240.00	\$4,320,000.00	Yes	
17	17		2022 WELL EQUIPPING	LS	1	\$750,000.00	\$750,000.00	Yes	
18	18		2024 WELL PUMP AND MOTOR REPLACEMENT	LS	1	\$50,000.00	\$50,000.00	Yes	
19	19		EARTHWORK	LS	1	\$250,000.00	\$250,000.00	Yes	
20	20		PAVING AND CONCRETE WORK	LS	1	\$350,000.00	\$350,000.00	Yes	
21	21		YARD PIPING	LS	1	\$675,000.00	\$675,000.00	Yes	
22	22		STORM DRAIN SYSTEM	LS	1	\$280,000.00	\$280,000.00	Yes	
23	23		DISINFECTION BUILDING AND SYSTEM	LS	1	\$300,000.00	\$300,000.00	Yes	
24	24		CONTROL BUILDING	LS	1	\$540,000.00	\$540,000.00	Yes	
25	25		FENCING AND GATES	LS	1	\$180,000.00	\$180,000.00	Yes	
26	26		ELECTRICAL WORK	LS	1	\$1,750,000.00	\$1,750,000.00	Yes	
27	27		INSTRUMENTATION AND CONTROLS	LS	1	\$475,000.00	\$475,000.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Imported Items	\$23,590,000.00
<b>Grand Total</b>	<b>\$23,590,000.00</b>

**EXHIBIT B**

County Insurance Requirements

## EXHIBIT B

### Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Application of Excess Liability Coverage:** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

### ***Reporting***

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

### ***Waiver of Subrogation***

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which any insurer of Contractor may acquire against the County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors-

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United

States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

### ***Claims Made Policies***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### ***Verification of Coverage***

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### ***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety,

authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

\_\_\_\_\_ Exempt from Auto – By initialing, I certify Contractor’s officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

\_\_\_\_\_ Exempt from WC – By initialing, I certify Contractor is exempt from providing workers’ compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Paul J. Graham Date: 09/03/2025

Signature:  Date: 09/03/2025  
P. Jeffrey Graham (Sep 3, 2025 14:42:52 PDT)

Vendor Name: Mozingo Construction, Inc.

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*For CEO-Risk Management Division use only*

Exception: No Exceptions

Approved by CEO Risk Management:  Date: 09/03/2025  
Derick Holt (Sep 3, 2025 13:17:53 PDT)

## **EXHIBIT C**

Wage Rates

"General Decision Number: CA20250018 06/27/2025

Superseded General Decision Number: CA20240018

State: California

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

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed</li></ul>

on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/07/2025
6	03/21/2025
7	05/23/2025
8	06/06/2025
9	06/27/2025

ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

Rates Fringes

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from

mechanical systems, whether they contain asbestos or not)

Area 1.....	\$ 34.56	11.40
Area 2.....	\$ 36.53	9.27

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ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 84.76	25.07
Area 2.....	\$ 64.56	25.07

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BOIL0549-001 01/01/2021

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

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 49.62	41.27
Area 2.....	\$ 45.60	38.99

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BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 42.06	19.80

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BRCA0003-003 08/01/2024

	Rates	Fringes
MARBLE MASON.....	\$ 61.72	30.31

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BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
( 1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 51.17	25.80
( 7) San Francisco, San Mateo.....	\$ 57.02	28.50
( 8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 56.94	26.28
( 9) Calaveras, San Joaquin, Stanislaus, Tuolumne.....	\$ 52.76	25.01
(16) Monterey, Santa Cruz...	\$ 54.18	27.82

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BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 44.93	20.98
TERRAZZO WORKER/SETTER.....	\$ 60.58	29.79

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BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

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

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 37.75	19.28
Area 2.....	\$ 34.76	19.22
Area 3.....	\$ 32.68	18.32
Tile Layer		
Area 1.....	\$ 59.92	22.62
Area 2.....	\$ 55.17	22.52
Area 3.....	\$ 50.28	22.05

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CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

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 CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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 CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

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 CARP0035-007 07/01/2020

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

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 CARP0035-008 08/01/2020

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scraper		
Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

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CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

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CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

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CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

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CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49

Millwright.....\$ 50.12 33.08

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ELEC0006-004 12/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 57.18	3%+27.15
Technician.....	\$ 65.76	3%+27.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 91.25	3%+45.315

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ELEC0100-002 03/01/2025

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 49.00	29.62

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 45.28	28.01
Technician.....	\$ 52.07	28.21

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS      Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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 ELEC0234-001 12/23/2024

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 68.16	31.29
Zone B.....	\$ 74.98	31.50

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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 ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 47.93	24.09
Technician.....	\$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by

their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0302-001 03/01/2025

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 74.54	36.09
ELECTRICIAN.....	\$ 66.26	35.84

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 ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 48.44	27.60
Technician.....	\$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 100.25	46.72
ELECTRICIAN.....	\$ 87.17	46.33

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

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ELEC0332-003 12/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 56.68	28.35
Technician.....	\$ 65.18	28.61

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety

systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC0595-001 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 84.18	3%+44.68
ELECTRICIAN.....	\$ 73.20	3%+44.68

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 ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work.....	\$ 51.92	3%+30.48
(2) All other work.....	\$ 49.45	3%+30.48

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 ELEC0595-006 12/01/2024

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 56.68	3%+26.65
Technician.....	\$ 65.18	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-008 12/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 45.28	3%+26.65
Technician.....	\$ 52.07	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0617-001 06/01/2025

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 86.00	51.07
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ELEC0617-003 12/01/2023		

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.18	27.75
Technician.....	\$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.50	30.09

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 45.28	28.01
Technician.....	\$ 52.07	28.21

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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 ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(4) Powderman.....	\$ 51.87	18.79

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

Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 84.05	38.435+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-001 07/01/2024

""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 64.15	30.89
GROUP 2.....	\$ 62.62	30.89
GROUP 3.....	\$ 61.14	30.89
GROUP 4.....	\$ 59.76	30.89
GROUP 5.....	\$ 58.49	30.89
GROUP 6.....	\$ 57.17	30.89
GROUP 7.....	\$ 56.03	30.89
GROUP 8.....	\$ 54.89	30.89
GROUP 8-A.....	\$ 52.68	30.89

OPERATOR: Power Equipment  
(Cranes and Attachments -  
AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		

Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		

(Tunnel and Underground Work

- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....	\$ 60.25	30.89
GROUP 1-A.....	\$ 62.72	30.89
GROUP 2.....	\$ 58.99	30.89
GROUP 3.....	\$ 57.66	30.89
GROUP 4.....	\$ 56.52	30.89
GROUP 5.....	\$ 55.38	30.89

UNDERGROUND:

GROUP 1.....	\$ 60.15	30.89
GROUP 1-A.....	\$ 62.62	30.89
GROUP 2.....	\$ 58.89	30.89
GROUP 3.....	\$ 57.56	30.89
GROUP 4.....	\$ 56.42	30.89
GROUP 5.....	\$ 55.28	30.89

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade

checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines

only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

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

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

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type

lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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#### PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

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

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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#### TUNNEL AND UNDERGROUND WORK

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

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

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

CALAVERAS COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

FRESNO COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

MADERA COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

MARIPOSA COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

MONTEREY COUNTY:  
Area 1: Remainder  
Area 2: Southwestern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

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ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 51.23	39.55
AREA 2:		
(1) Leverman.....	\$ 62.61	39.55

(2) Dredge Dozer; Heavy duty repairman.....	\$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 53.23	39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with  
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 52.40	28.52
AREA 2.....	\$ 54.40	28.52
GROUP 2		
AREA 1.....	\$ 48.80	28.52
AREA 2.....	\$ 50.80	28.52
GROUP 3		
AREA 1.....	\$ 44.19	28.52
AREA 2.....	\$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

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

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;  
Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

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IRON0377-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing		
and Structural.....	\$ 55.33	35.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

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

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IRON0377-003 01/01/2025

SAN FRANCISCO CITY and COUNTY

Rates                      Fringes

Ironworkers:

Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 55.83	35.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

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

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IRON0433-005 01/01/2025

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

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

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LAB00067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND  
SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA,  
MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND  
TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1.....	\$ 37.75	29.69
Area 2.....	\$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LAB00073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30

Traffic Control Person II...\$ 34.06 27.30

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

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

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LAB00073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

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LAB00073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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 LAB00073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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## LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

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

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

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

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

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54

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

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LAB00261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

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

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

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LAB00261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30

GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

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

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LAB00261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

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LAB00261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 41.93	30.32

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

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LAB00270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 37.26	27.30
Area B.....	\$ 36.26	27.30
Traffic Control Person I		

Area A.....	\$ 37.56	27.30
Area B.....	\$ 36.56	27.30
Traffic Control Person II		
Area A.....	\$ 35.06	27.30
Area B.....	\$ 34.06	27.30

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

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

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LAB00270-004 06/26/2023

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

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

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LAB00270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITITE - AREA B)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

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

scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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#### LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Lead Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos

and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

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

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

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

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

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 LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

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

LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

  Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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 LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LAB00270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 40.68	29.68

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

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LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 36.29	25.55

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LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

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

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

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LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		

Period.....	\$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

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

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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## GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LAB00294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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LAB00294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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LAB00304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

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

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

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LAB00304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30
LABORER (GUNITITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who

handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

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WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LAB00304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is

required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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 LAB00304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 41.93	30.32

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

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 LAB00324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

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

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

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 LAB00324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 1-g.....	\$ 36.70	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

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

LABORER (GARDENERS,  
HORTICULURAL & LANDSCAPE  
LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		

Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

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

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

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

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer  
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WRECKING WORK LABORER CLASSIFICATIONS

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

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

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters  
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LAB00324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.  
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LAB00324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
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Plasterer tender.....\$ 41.93                    30.32

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

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LAB01130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

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

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

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LAB01130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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 LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

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 LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS,  
 HORTICULTURAL & LANDSCAPE  
 LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing

from the date of inception.

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material.  
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LAB01130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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LAB01130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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PAIN0016-001 01/01/2025

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 53.38	28.04

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.  
 SPRAY WORK: - \$0.50 additional per hour.  
 INDUSTRIAL PAINTING - \$0.25 additional per hour  
 [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:  
 over 50 feet - \$2.00 per hour additional  
 100 to 180 feet - \$4.00 per hour additional  
 Over 180 feet - \$6.00 per hour additional

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 PAIN0016-003 01/01/2025

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

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 63.76	32.69
AREA 2.....	\$ 59.63	31.29

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 PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 59.00	33.03

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 PAIN0016-015 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 43.45	22.80

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.  
 EXOTIC MATERIALS: \$1.25 additional per hour.  
 HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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 PAIN0016-022 01/01/2025

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 57.00	28.04

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 PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

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 PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 56.22	34.00

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 PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 34.49	21.80
Drywall Finisher/Taper.....	\$ 35.74	21.80

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

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PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

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PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.54	26.59
-----		
PLAS0066-002 07/01/2019		

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73
-----		
PLAS0300-001 07/01/2018		

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68
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PLAS0300-005 07/01/2016		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27
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PLUM0038-001 07/01/2023		

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 85.50	48.98
-----		
PLUM0038-005 07/01/2023		

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 72.68	32.91
-----		
PLUM0062-001 01/01/2025		

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 55.00	42.35
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PLUM0159-001 07/01/2024		

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 65.28	48.04
(2) All other work.....	\$ 66.17	48.04
-----		
PLUM0246-001 01/01/2025		

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 51.65	41.59
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* PLUM0246-004 01/01/2017		

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems;

Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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 PLUM0342-001 07/01/2024

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 78.00	48.20
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 78.00	48.20

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 PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 34.51	18.30

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 PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 68.76	46.63

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 PLUM0442-001 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 55.95	37.64
-----		
PLUM0467-001 07/01/2024		

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 83.75	40.65
-----		
ROOF0027-002 09/01/2024		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 45.76	16.86

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

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ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 55.30	22.97
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* ROOF0081-001 08/01/2024		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 54.94	23.34
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ROOF0081-004 08/01/2024		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 49.65	22.19
-----		
ROOF0095-002 08/01/2023		

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

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 57.17	21.51
Journeyman.....	\$ 53.17	21.51
Kettle person (2 kettles)...	\$ 55.17	21.51
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SFCA0483-001 01/01/2025		

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 78.94	39.10
-----		
SFCA0669-011 01/01/2025		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 46.42	28.42
-----		
SHEE0104-001 07/01/2020		

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

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SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.34	39.22

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SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 41.28	45.41

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SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.07	40.79

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SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

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

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SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55
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TEAM0094-001 07/01/2024		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 41.54	33.25
GROUP 2.....	\$ 41.84	33.25
GROUP 3.....	\$ 42.14	33.25
GROUP 4.....	\$ 42.49	33.25
GROUP 5.....	\$ 42.84	33.25

FOOTNOTES:  
 Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch

truck with hoist; Road oil truck or bootperson;  
Buggymobile; Ross, Hyster and similar straddle carriers;  
Small rubber-tired tractor

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

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

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

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

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

**EXHIBIT D**

American Rescue Plan Act

**Exhibit D**  
**American Rescue Plan Act**  
**State and Local Recovery Fund**  
**Requirements for Third-Party Contractors**

**1. GENERAL REQUIREMENTS.**

Coronavirus Local Fiscal Recovery Funds (“CLFRF”) may be used to fund all or a portion of this Agreement. Contractor shall comply with all federal requirements including, but not limited to, the following:

- a. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, Treasury’s Final Rule, and CLFRF reporting requirements, as applicable (collectively, the “CLFRF Compliance Requirements”). The CLFRF Compliance Requirements are expressly incorporated herein by reference.
- b. C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, sections 200.321 through 300.327 and Appendix II to Part 200, as applicable
- c. Federal Contract Provisions and Additional Federal Provisions included in this **Exhibit D**.

Subcontracts, if any, shall contain a provision making them subject to all applicable provisions of this Agreement, including but not limited to, CLFRF Compliance Requirements, 2 C.F.R. Part 200, and the Federal Contract Provisions and Additional Federal Provisions included in this **Exhibit D**.

With respect to any conflict between such federal requirements and the terms herein and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

Notwithstanding any other expiration date provided in this Agreement, the period of performance for the Owner’s ARPA award ends on December 31, 2026. Contractor acknowledges that failure to submit any documentation to the Owner (including but not limited to invoices, compliance reports, change orders, progress reports, or backup documentation supporting invoices) at least sixty days prior to any federal award deadline and/or failure to complete any activity required under the Agreement prior to the end of the period of performance of the federal award may result in loss of federal funds for the project and shall constitute an event of default under the Agreement. Nothing in this provision shall extend an earlier period for performance as may be set forth in the Agreement.

**2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

- a. Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
- b. Affirmative steps shall include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
  - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- c. Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by Owner.

**3. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH 2 C.F.R. § 200.327 AND APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

- a. APPENDIX II TO PART 200 (A); APPENDIX II TO PART 200 (B) – REMEDIES FOR BREACH; TERMINATION FOR CAUSE/CONVENIENCE:
  - i. The Contractor may be declared in breach of this Agreement (“Breach”) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, the Owner shall notify the Contractor of the Breach, and the

Contractor shall have a period of ten (10) days (or such longer period as the Owner may authorize in writing) after receipt of notice from the Owner to cure the Breach.

- ii. The Owner may, by written notice of termination to the Contractor specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (i) above (“Uncured Breach”).
- iii. If the contract is terminated in whole or in part for an Uncured Breach, the Owner may procure upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Contractor shall be liable to the Owner for any excess costs for such similar supplies or services, and for any other costs incurred by the Owner as a result of the Uncured Breach. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- iv. Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required project completion schedule.
- v. Payment for completed services or supplies delivered to and accepted by the Owner shall be at the contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed services or supplies such sum as the Owner determines to be necessary to protect the Owner against loss because of outstanding liens or claims of former lien holders, or to reimburse the Owner for any other costs related to the Uncured Breach.
- vi. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of the Owner.
- vii. The rights and remedies of the Owner provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

- viii. Notwithstanding the above, the Owner may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in **Article 3.2 of the Agreement**, if the Owner determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of the Owner's remedies set forth above.
- b. APPENDIX II TO PART 200 (C) – EQUAL EMPLOYMENT OPPORTUNITY; NONDISCRIMINATION:  
The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. APPENDIX II TO PART 200 (E) – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:  
Only applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- i. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- ii. **Violation; liability for unpaid wages; liquidated damages.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous
- d. APPENDIX TO PART 200 (F) – RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT:

- i. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.
    - ii. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- e. APPENDIX II TO PART 200 (G) – CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

  - i. Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
  - ii. Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

- f. APPENDIX II TO PART 200 (H) – DEBARMENT AND SUSPENSION:  
A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - ii. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - iii. This certification is a material representation of fact relied upon by Owner. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - iv. Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the Owner in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.
- g. APPENDIX II TO PART 200 (I) – BYRD ANTI-LOBBYING ACT:  
If this Agreement is in excess of \$100,000, Contractor shall sign the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the Owner the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR

By: P. Jeffrey Graham  
P. Jeffrey Graham (Sep 3, 2025 14:42:52 PDT)

Date: 09/03/2025

h. APPENDIX II TO PART 200 (J) – §200.323 PROCUREMENT OF RECOVERED MATERIALS:

- i. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- ii. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site,  
  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iv. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

i. APPENDIX II TO PART 200 (K) – §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

- i. Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), including but not limited to the following:

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  2. Telecommunications or video surveillance services provided by such entities or using such equipment.
  3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- ii. See Public Law 115-232, section 889 for additional information.
- j. APPENDIX II TO PART 200 (L) – §200.322 DOMESTIC PREFERENCES FOR PROCUREMENT:
- i. Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.
  - ii. For purposes of this section:  
**“Produced in the United States”** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.  
  
**“Manufactured products”** means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 4. ADDITIONAL FEDERAL PROVISIONS

- a. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities the Owner, the Contractor or any other party pertaining to any matter resulting from this Agreement.
- b. The person signing this Agreement on behalf of the Contractor certifies to the best of his or her knowledge and belief that the Contractor is not delinquent in the repayment of any Federal debt as required by 28 U.S.C.S. § 3201.

- c. The Contractor understands that making false statements or claims in connection with this contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- d. The Contractor shall provide the Comptroller General of the United States, or any authorized representatives of the federal government access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- e. The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles. (Increasing Seat Belt Use in the United States – Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)).
- f. The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers (Reducing Text Messaging While Driving – Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)).
- g. The Contractor shall comply with all other applicable federal, state, and local laws, executive orders, regulations and policies governing this Agreement.
- h. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
- i. The Contractor shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

- j. The Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities; Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990.
- k. The Contractor shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- l. The Contractor shall take all necessary affirmative steps to prevent conflicts of interest as required by 2 C.F.R. § 200.318 and the City's conflict of interest policy, including but not limited to written disclosure to the City of any potential conflict of interest

## **GUARANTEE**

TO: The County of Stanislaus (“County”), for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project, County Contract No. 220008.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County’s written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

(SIGNATURE ON NEXT PAGE)

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: 09/03/2025

**MOZINGO CONSTRUCTION, INC.**

By: *P. Jeffrey Graham*  
P. Jeffrey Graham (Sep 3, 2025 14:42:52 PDT)  
Signature

Paul J. Graham  
Print Name

Construction Manager  
Title

751 Wakefield Court  
Street Address

Oakdale, CA 95361  
City, State, Zip code

**END OF GUARANTEE**

**LABOR LAW REQUIREMENTS AND CERTIFICATION**  
**for**  
**Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water**  
**Facility and Offsite Water Project**  
**County Contract No. 220008**

The Federal and State labor law requirements and County labor compliance requirements applicable to this contract are composed of but not limited to the following items:

- (1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;
- (2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;
- (3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;
- (4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);
- (5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;
- (6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;
- (7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;
- (8) The requirement to list all subcontractors under Public Contracts Code Section 4104;
- (9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;
- (10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;
- (11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;

- (12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;
- (13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
- (14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.
- (15) The acknowledgement that this project is subject to monitoring and enforcement by the California Department of Industrial Relations.
- (16) The requirement to post at each job site applicable prevailing wage determinations and the notice required by 8 Cal. Code Reg. §16451(d).

**CERTIFICATION:**

I acknowledge that I have been informed and am aware of the foregoing requirements.

MOZINGO CONSTRUCTION, INC.

Contractor

By: *P. Jeffrey Graham*  
P. Jeffrey Graham (Sep 3, 2025 14:42:52 PDT)

Signature

Paul J. Graham

Print Name

Construction Manager

Title

Date: 09/03/2025

## **Appendix E of the Title VI Assurances**

### **(US DOT Order 1050.2A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**ACKNOWLEDGE:**

Date: 09/03/2025

Contractor: Mozingo Construction, Inc.

By:   
Signature

Paul J. Graham  
Print Name

Construction Manager  
Title

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and Brown and Caldwell ("Consultant"), on Crows Landing Industrial Business Park Infrastructure Improvements (the "Agreement").

**Recitals**

WHEREAS, the County has a need for services involving construction management and staff augmentation;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

1. **Scope of Work**

1.1 Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, upon payment to Consultant, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Notwithstanding the foregoing, Consultant may retain one copy of such works relied upon to perform services pursuant to its record keeping policy, and any electronic copies created as a result of its automated back-up systems subject to the confidentiality obligations in this Agreement. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit A**. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 If the Consultant deems it appropriate to retain a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's approval of such subconsultant. Any consultant, expert or investigator employed by the Consultant will be at Consultant's sole cost and expense, and will be the agent of the Consultant, not the County. Upon the mutual agreement, the Consultant and other County departments or other local agencies may contract directly with Consultant for similar scope of work on the substantially the same terms and conditions set forth herein.

## 2. Consideration

2.1 Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in **Exhibit A** attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

## 3. Term

This Agreement shall commence on the date of this Agreement and shall terminate upon Consultant's completion of the Services and County's approval thereof;

Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-defaulting party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.1 The County may terminate this agreement upon 30 days' prior written notice without cause. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.2 Upon written notice to Consultant, the County may terminate this Agreement upon the occurrence of Consultant's bankruptcy or the sale of Consultant's business.

## 4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in **Exhibit A** must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached **Exhibit B**.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and reasonable attorneys' fees, to the extent arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct in performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors. This obligation shall survive termination of this Agreement.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as consultants and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in **Exhibit A**, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, consultants and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall

not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as a consultant and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As a consultant, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 10. Confidentiality

Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided. However, obligations of confidentiality shall not apply to any information that (1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees; (2) was available to Consultant on a non-confidential basis prior to its disclosure by County (3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence. Consultant shall in no way solicit information from third parties that it knows or has reason to know is confidential information. In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify County and shall cooperate with County prior to disclosure so that County may take necessary actions to protect such confidential information from disclosure.

11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County:

Stanislaus County Dept. of Public Works  
Attn: Gary Mohler  
1716 Morgan Road  
Modesto, CA 95358

To Consultant:

Brown and Caldwell  
Attn: Stephen Walters  
11020 White Rock Rd STE 200  
Rancho Cordova, CA 95670

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement. Consultant confirms that it has not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to another other in connection with this Agreement. Consultant affirms that this Agreement has been arrived at

independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over others in the award of this Agreement. Consultant acknowledges the following “safe harbor” provisions of Government Code Section 1097.6:

“Contractor/consultant’s duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.”

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement (“Signatory”) represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Consultant’s obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Consultant and enforceable in accordance with its terms.

23. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

24. Certification Regarding Economic Sanctions -- California Executive Order N-6-22

24.1 Consultant shall review their investments and contracts to ensure their compliance with 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 (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Order is in effect.

24.3 For contracts valued at five million (\$5,000,000) or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia’s action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

25. Debarment

Consultant represents and warrants that neither Consultant nor any of its Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s excluded parties list system. Consultant shall provide immediate written notice to the County if, at any time Consultant learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Consultant knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.

26. Use of ARPA Funds

Consultant shall fully perform all services contemplated herein, and fully comply with the ARPA requirements set forth in Exhibit C, incorporated herein by this reference and made a part hereof (“ARPA Requirements”).

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

By: \_\_\_\_\_  
Andrew Johnson  
GSA Director / Purchasing Agent

"County"

**BROWN AND CALDWELL**

*Elizabeth Durazo*  
By: [Elizabeth Durazo \(Sep 9, 2025 11:19:52 PDT\)](#)  
Elizabeth R. Durazo  
Director of Construction Management, Nor-Cal

"Consultant"

APPROVED: BOS Resolution # \_\_\_\_\_

**APPROVED AS TO CONTENT**

Department of Public Works

*David A. Leamon*  
By: \_\_\_\_\_  
David A. Leamon  
Director

**APPROVED AS TO FORM**

Thomas E. Boze, County Counsel

*Thomas E. Boze*  
By: [Thomas Boze \(Sep 3, 2025 14:54:39 PDT\)](#)  
Thomas E. Boze  
County Counsel

## EXHIBIT A

### Scope of Work

The construction management and staff augmentation work to be performed in detail is attached hereto.

#### 1. Compensation

Consultant shall be compensated for the services provided under this Agreement as follows:

A. Consultant will be compensated on a time and materials basis, not to exceed the limit of in Paragraph 2 below, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified below or attached hereto. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. Consultant will not be reimbursed for any expenses without the prior written approval of the County. If expenses are approved in writing, no markup shall be paid on reimbursed items.

B. Consultant's hourly rates are attached hereto.

C. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **\$2,499,585.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

#### 2. Invoice To

Invoices shall be submitted to: Gary Mohler, [mohlerg@stancounty.com](mailto:mohlerg@stancounty.com)

## Scope of Work

# CM and Inspection Services for Crows Landing Industrial Business Park and Infrastructure Improvements

The following scope of services is based on current project information (90% design drawings) provided in the Request for Proposal (RFP). As requested by the County, this scope of services is only applicable for the Phase 1A Water Facility, Phase 1A Offsite Water, 2022 and 2024 Well Topside Improvements, and Relocation of Privately Owned Irrigation Pipelines projects. The County is aware that there may be a need for amendment(s) if activities not included in this scope are identified once final design drawings and specification are provided. Specific assumptions related to individual tasks are included with this scope. BC will provide services to the limit of the Task budgets.

BC services will include preconstruction services, project management, construction management, field inspection, traffic management coordination, environmental implementation and coordination, materials testing and specialty inspection, storm water pollution prevention activities, and post construction services.

The construction management (CM) notice to proceed (i.e. commencement of services) is anticipated in September 2025, and services will be provided for 24 months through September 2027.

BCs scope of work includes the following:

1. Phase 1 // Preconstruction Services
2. Phase 2 // Construction Management/Project Management
3. Phase 3 // Inspection Services
4. Phase 4 // Environmental Commitment Implementation and Coordination
5. Phase 5 // Specialty Inspections
6. Phase 6 // Materials Testing
7. Phase 7 // Storm Water Pollution Prevention Plan (SWPPP)
8. Phase 8 // Post Construction Services
9. General Assumptions

## Phase 1 // Preconstruction Services

### Sub-Task 1.1 // Review Contract Documents and Constructability Reviews

BC will review County provided contract documents including the plans, specifications, geotechnical reports, engineer's estimate, project schedule, agency and utility agreements, and environmental permits. BC's constructability review consists of an interdisciplinary examination and consistency check of the contract documents to help identify possible conflicts that could lead to potential change orders during construction. For example, BC will look to see if site and schedule constraints have been identified and addressed, if geotechnical recommendations and quality controls responsibilities are integrated into the specifications, and if site piping design is in accordance with California Waterworks Standards for separation of potable and non-potable pipelines. BC will look for physical conflicts between mechanical, electrical, and structural elements. BC will also look to see if start-up, commissioning, and acceptance procedures for mechanical, electrical, and instrumentation systems are defined.

BC understands that additional reviews/updates may be needed as the project progresses and will work with the County once drawings and specifications are finalized to negotiate potential scope and fee changes.

#### **Deliverables:**

- Written contract review comments and "red line" markups of plans and specifications in PDF format.

#### **Assumptions:**

- BC has assumed 80 hours for contract document review and 20 hours to develop "red line" markups.
- BC review of draft contract documents is for coordination purposes only and cannot be used to assume lower or better-quality bids and/or any quantified reduction of construction costs. BC review cannot be used to assume or endorse the technical solution prepared by others. BC shall not be held responsible for review omissions that result in additional construction costs incurred during the prosecution of the Work. The responsibility and quality of the documents remains solely with the engineer of record.

### Sub-Task 1.2 // Hypothetical Project Schedule

BC will prepare a hypothetical project schedule for each project. BC will review the Designer of Record's overall project schedule.

BC understands that additional reviews/updates may be needed as the project progresses and as contractor schedules are submitted and will work with the County once drawings and specifications are finalized to negotiate potential scope and fee changes.

#### **Deliverables:**

- Hypothetical project schedule in Primavera (P6) format.

#### **Assumptions:**

- BC has assumed 10 hours for Designer of Record's overall project schedule review.
- BC has assumed 30 hours for creating the hypothetical project schedule; including up to two revisions.
- BC has not assigned hours for updates to the hypothetical project schedule, upon receipt of contractor's schedules, this scope and fee will be negotiated.

### **Sub-Task 1.3 // Pre-Construction Traffic Management Plans**

BC will review County provided pre-construction Project Traffic Management Plans.

This task is for pre-construction Traffic Management Plans only; scope and fee for project specific Traffic Management Plan reviews are in a separate task. BC understands that additional reviews may be needed as the project progresses and will work with the County once drawings and specifications are finalized to negotiate potential scope and fee changes.

**Deliverables:**

- Review comments in PDF format.

**Assumptions:**

- BC has assumed 10 hours for pre-construction Traffic Management Plan reviews.

### **Sub-Task 1.4 // Project Development Team Meetings**

BC Construction Manager will attend Project Development Team Meetings.

BC understands that additional meetings may be needed as the project progresses and will work with the County once drawings and specifications are finalized to negotiate potential scope and fee changes.

**Assumptions:**

- BC has assumed two (2) two (2) hour long in person meetings to be attended by BC CM.

## **Phase 2 // Construction Management/Project Management**

### **Sub-Task 2.1// Monthly Project Management Invoicing**

BC will prepare and submit a monthly cover letter to the County's Project Manager concurrent with our monthly invoice. These reports summarize the construction management tasks completed in the current period and budget status. BC PM will supervise and provide direction to BC staff and provide administration, project controls, quality assurance, and professional oversight for BC's services on the Project. BC will manage the quality assurance/quality control (QA/QC) review of BC's work products and oversee daily management of scope, deliverables, schedule, and budget.

Per BC's internal management protocols, BC will prepare a Project Management Plan that will include a Quality Management Plan and prepare and maintain a Field Work Safety Plan (FWSP). BC subconsultant's visiting the site will also prepare and maintain a FWSP for their staff. BC will also prepare a Construction Management Plan.

**Deliverables:**

- Monthly report and CM invoices in PDF format.
- Construction Management Plan in PDF format.

**Assumptions:**

- BC has assumed monthly invoicing for 24 months.
- BC has assumed an average of 10 hours per week for administrative support.

### **Sub-Task 2.2 // Schedule Evaluation**

BC will review the contractor's construction schedule including updates and revisions in accordance with the Contract Documents. This review includes soliciting design engineer and County staff for comments. After acceptance of the baseline schedule, BC will conduct monthly reviews of the contractor's schedule

updates reviewing progress and identifying variances that require addressing by the Contractor. BC anticipates that the contractor will submit electronic (P6 or MS Project) and a PDF copy for review. BC monthly reviews will be conducted in parallel with the BC review of the contractor's monthly progress payment request. When change orders are being negotiated, BC will evaluate the impact of change orders on the construction schedule to recommend eligible time extensions or reduction, depending upon whether there is an increase or decrease in the work.

BC will determine and record working days using a Caltrans-based Weekly Statement of Working Days (WSWD) form. BC will distribute WSWD to the contractor and allow them five working days to dispute.

**Deliverables:**

- Baseline and update schedule submittal review comments and WSWD in PDF format.

**Assumptions:**

- BC has assumed two (2) reviews of the baseline schedule and one review each of 24 monthly updates.

**Sub-Task 2.3 // Coordination and Communication**

BC will act as a liaison between team members to provide communications and resolutions. BC's CM will be the main point of contact between the contractor, the County Project Manager, and the design engineer. BC will interact with the contractor daily in order to be apprised of field activities, health and safety, and potential change in conditions. BC will conduct frequent informal communications (generally on daily basis) with County and design engineer staff. BC will track action items and responsible parties to proactively resolve outstanding issues, eliminating extra costs or delays.

The BC CM will coordinate with the inspector daily to review general progress and compliance of the work to the contract documents, discuss changes (potential and executed), current challenges, and review daily documentation.

**Deliverables:**

- Various forms of documentation as described in the following tasks.

**Assumptions:**

- The County PM will keep their Public Information Officer and other County staff apprised of current, upcoming and changes to schedules, key communications with residents and businesses and unresolved public outreach issues on the project.

**Sub-Task 2.4 // Records Management**

BC will use Procore (or approved equal) document control software to maintain project records. BC will maintain project records including correspondence, minutes of meetings, submittals, test reports and data, certificates, permits, certified payrolls, cost accounting records, status reports (inspector's daily reports and monthly progress reports), photographs, claims files, proposed contract modifications (PCM), change orders, schedules, and progress estimates. BC will maintain tracking logs and provide current copies at each weekly progress meeting to each party apprised of their action items.

**Assumptions:**

- BC has assumed that contractor and County staff are familiar with web-based document control systems and do not need training. BC can provide training if needed, scope and fee to be negotiated.

### **Sub-Task 2.5 // Progress Meetings**

BC will hold a preconstruction meeting and weekly on-site progress meetings with the County, contractor, and design engineer to review construction progress. BC will require the contractor to provide a 3-week look ahead schedule to facilitate discussions and planning of current and near-future activities. BC will review status of submittals, RFIs, change orders, field orders, and permit compliance. BC will discuss project health and safety, public convenience, and outreach items. BC will identify critical items and assign responsible parties, specific action items and timelines to resolve items before they impact schedule or cost.

#### **Deliverables:**

- Weekly agenda and meeting minutes, in PDF format.

#### **Assumptions:**

- BC has assumed two (2) in person preconstruction meetings and a total of 104 one (1) hour weekly in person progress meetings. County, inspector, contractor, and design engineer will attend meetings.
- BC will provide current logs of submittals, RFIs, Field Orders, and PCO/CCO at weekly progress meetings.

### **Sub-Task 2.6 // Pay Requests**

BC will manage, review and provide recommendations to the County for approval of monthly applications for payments. BC will meet with the contractor to attempt to reconcile differences between the amount requested and BC's estimate of contractor's work completed during the month. Prior to final recommendation submittal to the County, BC will review the Contractor's as-built drawings and payroll submittals to determine if they are current.

#### **Deliverables:**

- Reconciled monthly progress payment applications in PDF format.

### **Sub-Task 2.7 // Submittal Management**

BC will process and track submittals in the approved web-based document control system. Submittals determined to be reasonably complete will be transmitted to the Engineer of Record (EOR) and the County for review. BC will compile review comments and return the submittal to the Contractor. For submittals returned to the Contractor that require re-submittal, the re-submittal shall be retained as an action item for discussion at the weekly project meetings.

#### **Deliverables:**

- Collated submittal review comments in the approved web-based document control system and PDF copy of current submittal log in progress meeting agenda and minutes.

#### **Assumptions:**

- BC has estimated processing of up to 300 submittal documents that include: submittals, submittal resubmittals, materials certifications, draft and final O&Ms, warranties forms, O&M inserts/supplements, shop drawings, product data, test reports, etc. If the submittals take more time to process, BC will notify the County that additional budget may be necessary.

### **Sub-Task 2.8 // RFI Management**

BC will process and track RFIs in the approved web-based document control system and route the request to EOR and the County for resolution. BC will maintain a status log that helps us track review times so RFIs do not delay the work.

#### **Deliverables:**

- Collated RFI review comments in the approved web-based document control system and PDF copy of current RFI log in progress meeting agenda and minutes.

#### **Assumptions:**

- BC has estimated processing of up to 50 RFIs. If the RFIs take more time to process, BC will notify the County that additional budget may be necessary.

### **Sub-Task 2.9 // Revised Documents and Field Orders**

BC will formally document and transmit changes to the Contract Documents to the Contractor. If changes originate in the field or from a RFI or submittal response, BC will formalize the change with a Field Order upon receiving concurrence from the EOR and the County. If changes originate from the EOR, the EOR will issue a formal design clarification that is routed through BC to the Contractor.

#### **Deliverables:**

- Copy of current field order and copy of Field Order documents in PDF format.

### **Sub-Task 2.10 // Develop and Coordinate Change Orders**

BC will track potential project change orders and change orders including cost tracking and the estimated versus actual project expenditures. Once a change request has been determined, change orders will be carefully evaluated to verify the reasonableness of both cost and time impacts. Change orders will be tracked and documented using the approved web-based document control system and will be discussed at the weekly progress meetings to confirm negotiation and pricing progress.

#### **Deliverables:**

- Completed change order and back-up documents for execution in the County's preferred format.

#### **Assumptions:**

- BC estimates processing up to ten (10) change orders, each change order may include up to five (5) Proposed Contract Modifications. If the change orders more time to process, BC will notify the County that additional budget may be necessary.

### **Sub-Task 2.11 // Labor Compliance**

BC will perform Labor Compliance (LC) reviews and provide recommendation to the County based on California Department of Industrial Relations labor compliance regulations.

#### **Deliverables:**

- **Certified Payroll Review** – compare the contractor and each subcontractor submitted weekly certified payroll records (CPRs) with BC Daily reporting of labor force. Contractors shall provide BC PDF copies of reports submitted electronically to the Department of Industrial Relations website.
- **Monthly jobsite interviews** – perform monthly worker interviews. Up to four (4) interviews, selected at random, will be conducted monthly.
- **Monthly Reports** – provide a monthly discrepancy report to the County and contractors outlining the LC proficiency of each contractor participating on the project.

- **LC Document Management** – maintain labor compliance documents information in the project files.

### **Sub-Task 2.12 // Traffic Management Coordination**

During construction there will be several different traffic control plans to handle the various construction activities. These plans will be prepared by the contractor and reviewed by BC for concurrence with the project documents and the Manual for Uniform Traffic Control Devices (MUTCD). Once BC has completed our review, we will forward to the County's PM for concurrence. Once in place, BC will review the traffic control plans in the field to review implementation and monitor its effectiveness.

#### **Deliverables:**

- Detour and lane closure submittal review comments and approvals and meeting minute notes in PDF format.

## **Phase 3 // Inspection Services**

BC will provide a construction inspector for the project who will be on site daily during construction activities. BC Inspector will coordinate materials/specialty inspections and review compliance with the Contractor's approved Quality Control Plan. BC will be responsible for the following activities on a daily basis:

### **Sub-Task 3.1 // Daily Reports**

BC will use Procore (or approved equal) to produce daily field inspection reports that document the contractor's work activities, labor force, equipment, and materials incorporated into the work. Document identified issues affecting work progress and safety issues. Photos of the work in progress will be used to capture daily work activities and will be included in the daily reports. Inspection reports will be supported with annotated drawings and specifications.

#### **Deliverables:**

- Daily reports that include detailed descriptions of work activities, documentation of on-site construction staff and equipment used, material deliveries, visitors, safety violations and photos.

#### **Assumptions:**

- Review submittals, RFIs, and design clarifications to compare the installation of the material/equipment being installed to contract documents and design changes.
- Daily reports will be provided only for days that BC Inspector is on site performing observations.
- Any inspection or observation of the contractor's work is solely for the limited purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. BC makes no warranty or guarantee with respect to the performance of any contractor.

### **Sub-Task 3.2 // Regulatory and Health & Safety Compliance**

BC will document the contractor's compliance with workplace safety and health standards and regulatory requirements. The contractor is solely responsible for their own health and safety standards and requirements. BC will coordinate with the Contractor to submit the contractor's Injury and Illness Prevention Plan. In this role, BC will review the Contractor's compliance with the specifications and applicable regulations and providing competent persons as defined by OSHA standards for on-site work. BC will inform the County of suspected safety violations and provide documentation of accidents when they are identified.

Any inspection or observation of the contractor's work is solely for the limited purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. BC makes no warranty or guarantee with respect to the performance of any contractor.

**Deliverables:**

- Copy of safety violation reports in PDF format.

**Sub-Task 3.3 // Record Drawings**

BC will review the contractor's marked up construction drawings monthly to check their documentation of field changes and as-built conditions.

**Deliverables:**

- Email notifications to County PM on deficiencies.

**Sub-Task 3.4 // Public Communication**

BC will provide services for public outreach protocols for the project. BC Inspector will document concerns on a tracking log. Concerns will be elevated to the County PM for further County action.

**Deliverables:**

- Periodic updates to public tracking log and written report of specific concerns in PDF format.

**Sub-Task 3.5 // Start-up and Commissioning Assistance**

BC will assist the County in preparing for and overseeing the testing, start-up, and commissioning phase of the project. BC will coordinate with the Contractor and the designer so that comprehensive start-up and testing plans are submitted for approval. BC will assist the County in inspection and regulatory approval processes.

BC will review the startup plan to familiarize the startup sequence and provide recommendations. BC will oversee the sequencing and operation of the systems and perform pre-startup checks to review startup readiness. BC will attend mechanical checkouts and startup testing of each identified major equipment item and system with contractor and suppliers. BC will participate in startup coordination meetings.

**Deliverables:**

- Weekly progress reports documenting completed items, outstanding items, coordination items, and planned testing for the next two weeks in PDF format.

**Assumptions:**

- Contractor is responsible for planning, execution and documentation of start-up and commissioning activities. County and Design Engineer will be responsible for review and approval of start-up and commission plans, results, and final reports.
- County or Contractor will perform all water quality sampling, testing, and reporting.
- Coordination with vendors and suppliers is not included.
- Startup plan, operations manuals, and training are not included but can be provided. Scope and fee to be negotiated as necessary.
- System Integrator is responsible for the system and control integration. BC will provide supervision and functions verification only.
- Electrical testing is not included and will be performed by certified electricians.

## **Phase 4 // Environmental Commitment Implementation and Coordination**

This scope assumes that BC's subconsultant (Area West Environmental, Inc. (AWE)) will observe the contractor's biologist; the contractor-supplied biologist will conduct biological surveys and monitoring. This scope assumes that AWE will not be responsible for air, noise, hazardous materials, hydrology, water quality, or traffic coordination.

### **Deliverables:**

- On-site biological oversight reports
- Field maps
- Post-construction agency notifications
- Permit compliance tracking table.

### **Assumptions:**

- Attendance of up to two (2) on-site kick-off meetings.
- Special-status plant species surveys have already been completed and are not included.
- The contractor-supplied biologist will prepare and implement Worker Environmental Awareness Training (AWET) and conduct biological monitoring.
- Project permits do not have additional biological resource survey, monitoring, or reporting requirements.
- If needed, the County has purchased mitigation and no coordination for mitigation is required.
- Up to 40 hours for agency coordination and monitoring is budgeted for each Design Package.
- No air, noise, hazardous materials, hydrology, water quality, or traffic coordination is required.
- No roosting bats will be present; a Bat Plan can be prepared under separate scope and cost.
- Pre-construction surveys will be completed by County.

### **Sub-Task 4.1 // Kick-off Meetings**

An AWE Biologist will attend up to two (2) project kick-off meeting. AWE staff will review background information and prepare field maps prior to the meetings.

### **Sub-Task 4.2 // Biological Oversight**

AWE will provide observation of the contractor's environmental responsibilities established by the permits and environmental Mitigation Monitoring and Reporting Plan (MMRP) for the Project. AWE will review the contractor-supplied biologists' resumes, and if qualifications appear adequate, will submit the resumes to regulatory agencies for approval. AWE will review the contractor-supplied Worker Environmental Awareness Training program and biological report submittals and provide comments. During construction monitoring oversight site visits, AWE staff will review the contractor's implementation of biological resource avoidance measures.

AWE will also be available to assist if biological resource issues arise before or during construction and will attempt to resolve the issue so that construction can continue. For example, if nesting birds are observed, AWE will prepare an avoidance plan to submit to the California Department of Fish and Wildlife (CDFW) to request approval for work to continue. The plan may include daily monitoring, reduced buffers, and/or allowance for certain construction activities. AWE will be available to coordinate with the County, the contractor, the onsite biologists, and/or the regulatory agencies in attempt to keep biological issues from stopping construction progress.

### **Sub-Task 4.3 // As Needed Cultural/Archaeological Assistance**

For each Package, an AWE archaeologist will be available to assist with evaluation of unanticipated potential cultural resources.

## **Phase 5 // Specialty Inspections**

### **Sub-Task 5.1 // Review of Quality Assurance Specialty Inspections**

BC Inspector will coordinate and oversee third-party testing and inspection services. BC Inspector will observe specialty inspections, observe that testing reports are submitted within the specified time limits, and request that the Contractor submits a monthly summary report in conjunction with their monthly payment requests.

### **Sub-Task 5.2 // Specialty Inspection Services**

BC subconsultant (BSK) will provide specialty inspections. Testing type and frequencies will be in accordance with the project's technical specifications and the County's standards. Efforts for this project will primarily focus on sampling and testing of concrete construction, reinforcing steel inspection, structural field and shop welding observation, masonry construction, and tank coating inspections. Testing will be performed by trained, experienced and credentialed individuals for each of the anticipated construction materials that will be used.

BSK's certified and accredited field and laboratory staff will provide testing of concrete, masonry, reinforcing steel in-house at their AASHTO and Caltrans-accredited laboratory in Livermore, CA.

Daily field and laboratory reports will be distributed digitally by email following the completion of each applicable test and review by the appropriate technical supervisor.

BC CM team will maintain a log of tests and retests and provide a signed final report that summarizes test results statement of conformity with the plans and specifications.

#### **Deliverables:**

- Periodic submittal of testing logs and final testing report in PDF format.

#### **Assumptions:**

- Materials testing and specialty inspections will be performed for quality assurance purposes. The Contractor shall still be held responsible for quality control of materials incorporated into the work and work performed.
- Since final contract documents for the project have not been provided, this scope and cost estimate is based on experience with similar projects. Scope and fee may need to be revised once drawings and specifications are finalized.

## **Phase 6 // Materials Testing**

### **Sub-Task 6.1 // Review of Quality Assurance Materials Testing**

BC Inspector will coordinate and oversee third-party testing services. BC Inspector will observe materials testing, observe that testing reports are submitted within the specified time limits, and request that the Contractor submits a monthly summary report in conjunction with their monthly payment requests.

## **Sub-Task 6.2 // Materials Testing Services**

BC's subconsultant (ENGEO) will provide materials testing services. Testing type and frequencies will be in accordance with the project's technical specifications and the County's standards. Materials will be accepted by field testing, and/or by the BC Inspector based on the manufacturer's certificate of compliance. Efforts for this project will primarily focus on sampling and testing of soil, flatwork subgrade, aggregate base rock, and hot-mix asphalt pavement. Testing will be performed by trained, experienced and credentialed individuals for each of the anticipated construction materials that will be used.

ENGEO's certified and accredited field and laboratory staff will provide testing of subgrade soils, aggregate base, and hot-mix asphalt inhouse at their AASHTO and Caltrans-accredited laboratory in Lathrop, CA.

Daily field and laboratory reports will be distributed digitally by email following the completion of each applicable test and review by the appropriate technical supervisor.

BC CM team will maintain a log of tests and retests and provide a signed final report that summarizes test results statement of conformity with the plans and specifications.

### **Deliverables:**

- Periodic submittal of testing logs and final testing report in PDF format.

### **Assumptions:**

- Materials testing and specialty inspections will be performed for quality assurance purposes. The Contractor shall still be held responsible for quality control of materials incorporated into the work and work performed.
- Since final contract documents for the project have not been provided, this scope and cost estimate is based on experience with similar projects. Scope and fee may need to be revised once drawings and specifications are finalized.

## **Phase 7 // Storm Water Pollution Prevention Plan (SWPPP)**

BC will support the County with the Contractor's compliance with the project Water Pollution Control and Environmental Stewardship requirements. Primarily this includes Water Pollution Control Plan (WPCP), dust and noise control. BC will review the contractor's WPCP and observe the Contractor's inspections of Best Management Practices (BMP) implementation, maintenance, and reporting in accordance with County guidelines. BC will review the contractor's reports and inform them if reports are late or missing. BC will monitor dust and noise control mitigation measures.

### **Deliverables:**

- WPCP review comments in PDF format.
- Weekly review of contractor's SWPPP inspection reports.
- Non-compliance notifications in PDF format.

### **Assumptions:**

- Contractor will provide their own QSD and QSP for creation, implementation, and compliance of their WPCP.
- County or EOR will provide final review of permit applications and documents.

## **Phase 8 // Post Construction Services**

### **Sub-Task 8.1 // Substantial and Final Completion**

BC will provide substantial and Final Completion services that will include a site inspection to review if the constructed facilities are complete and in compliance with Contract Documents. To accomplish this, BC Inspector will prepare and issue punch lists and inspect punch list item corrective actions for acceptability. As part of the punch list process, BC and County will review documents submitted by contractor for contract compliance. BC and County will conduct substantial completion inspection with the contractor, and then schedule, conduct, and complete final inspection with the County. If there are still unsettled changes or disputes with contractor, BC will assist the County in negotiations to resolve the issues.

When punch list items are completed, BC will coordinate with the County to assess when it is appropriate to release payments and retention to contractor. BC will assist the County in confirming that final punch list items have been completed or resolved and confirm that releases have been provided by contractor for Subcontractors and suppliers. BC will then assist the County in preparing a Certificate of Completion, and assist the County in obtaining the bonds, guarantees, warranties, lien releases, operation and maintenance manuals, and record drawings from the contractor.

#### **Deliverables:**

- Contract compliance documentation and warranty and lien tracking logs in PDF format.

### **Sub-Task 8.2 // Review and Evaluation of Contractor Change Order Requests, Claims and Disputes**

BC will provide change, claim and dispute management including the anticipation, identification, investigation, and estimate validity at the time each one is identified. BC will advise the County of the status and establish an action plan to resolve. BC will evaluate the merits of cost and quantum. After consulting the County, and within the specified time frames, BC will provide the contractor written responses of our initial assessment and recommendations. If work is disputed, BC will continue to track as if it were a valid claim for future negation or rebuttal. BC will log and track each claim, updating the log as issues and claims are resolved or change status, and provide the County and the contractor a copy at each weekly progress meeting.

#### **Deliverables:**

- Written evaluations and recommendations for claim resolution in PDF format.

#### **Assumptions:**

- BC has assumed that support will be provided by BC staff to address up to three (3) claims. BC has not budgeted for additional hours of legal or specialty expertise to assist the County in handling or negotiating claims that cannot be addressed with the County's project team.

### **Sub-Task 8.3 // Review and Submit As-Built Drawings**

At a project's completion, BC Inspector will receive the contractor's prepared as-built drawings and perform a final review for completion against the design firm's record drawings. Final as-built drawings will be submitted by the CM to design engineer for final processing into official record drawings.

#### **Deliverables:**

- Copy of contractor's as-built drawings reviewed by the CM in PDF format.

## **Sub-Task 8.4 // Prepare Final Payment Request and Retention Release Recommendation**

After acceptance, BC will prepare a proposed final estimate (PFE) to allow the contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, BC will meet with the contractor to attempt to agree on final payment for contract items and change orders. If the contractor still objects to the PFE, BC will assist the County in negotiating final settlement with the contractor and process the final estimate. Upon final agreement of the PFE, BC will provide recommendation for release of retention.

### **Deliverables:**

- PFE and recommendation for retention release in PDF format.

## **General Assumptions**

- Amendment(s) may be needed once contract documents are finalized. This scope and fee is based on our experience with similar projects.
- BC submitted the original proposal to include the following projects: Top Side Well Improvements, Mass Grading, Offsite Water, Roadway, Irrigation Line Relocation, Water Tank and Pump Station, Wastewater Treatment System, Fencing, and Landscaping. BC anticipates that the County will be issuing amendments for BC to provide CM services for the projects not included in this scope and fee. BC will provide a scope and fee for the remaining projects once the County determines how the remaining projects will be phased into construction.
- Construction activities for the Phase 1A Water Facility, Phase 1A Offsite Water, 2022 and 2024 Well Topside Improvements, and Relocation of Privately Owned Irrigation Pipelines projects will occur concurrently with a 24 month estimated construction. This scope and fee assumes the above reference projects will be packaged into two contracts.
- BC will provide the following staff and the noted approximate level of effort -
  - One (1) quarter-time BC Project Manager / Resident Engineer for twenty-four (24) months.
  - One (1) halftime BC Deputy CM for twenty-four (24) months
  - One (1) fulltime BC Inspector for twenty-four (24) months.
  - BC Electrical Inspector, Startup Specialist, Scheduler, SWPPP Inspector, and support staff as requested in writing up to the limit of the budget..
  - Licensed surveyor is not included in this scope and fee. The County is overseeing survey needs for the project.
- BC work is not subject to prevailing wage.
- Costs associated with the approved web-based document control system will be paid directly by the County.
- This scope and fee assumes the County or Contractor will provide a CM field office for the duration of the work.
- The presence of BC at a construction site, whether as an on-site representative, resident engineer, construction manager, or otherwise, does not make BC responsible for those duties that belong to the County, general contractor and/or its subcontractors or others, and does not relieve the Contractor or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations.

## **End of Scope**

CM and Inspection Services for Crows Landing Industrial Business Park																								
Phase / Description	Diane Forsberg Electrical Inspector	Elizabeth Durazo PIC	Gavin Lee Deputy CM	Fraseria Uresal Admin/Labor Compliance	Leslie Knapp Startup	Mitchell Yorfe Schwaller	Stephen Walters PW/RE	Will LaPlante Lead Inspector	Kenneth Hoff Safety Officer	Marcikson Jean Billie	Sandra Yarbrough Project Analyst	Anthony Knapp SVPPP Inspector	Total Labor Hours	CM Document Management (Procure or Equal)	Total ODCs	Company Vehicle	Total Unit Pricing Effort	AREA WEST ENVIRONM ENTAL ASSOCIATES	ENGE O INCORPORA TED	Total Sub Expense Cost	Total Expense Effort	Total Effort		
																							Hours	Effort
001 Preconstruction Services	\$186.92	\$329.52	\$245.48	\$141.34	\$242.28	\$281.11	\$311.09	\$222.71	\$238.06	\$87.85	\$125.66	\$207.83	189										48,767	
002 PM/CM	0	24	2,080	980	0	128	1,040	0	4	24	96	0	4,376	\$1,047,168	\$50,000	\$50,000							\$52,500	\$1,099,668
003 Field Inspections	160	0	0	0	140	0	0	3,810	0	0	0	0	4,110	\$925,558		\$66,000	\$66,000						\$66,000	\$991,558
004 Enviro Coord	0	0	0	0	0	0	0	0	0	0	0	0	0					\$40,000				\$40,000	\$42,000	
005 Specialty Insp	0	0	0	0	0	0	0	0	0	0	0	0	0					\$100,000				\$100,000	\$105,000	
006 Materials Testing	0	0	0	0	0	0	0	0	0	0	0	0	0						\$130,000			\$130,000	\$136,500	
007 SWPPP	0	0	0	0	0	0	0	0	0	0	0	112	112	\$23,627									\$23,627	
008 Close Out	10	0	80	40	10	0	40	40	0	0	0	0	220	\$52,464									\$52,464	
<b>GRAND TOTAL</b>	<b>180</b>	<b>25</b>	<b>2,200</b>	<b>1,028</b>	<b>160</b>	<b>148</b>	<b>1,140</b>	<b>3,890</b>	<b>4</b>	<b>24</b>	<b>96</b>	<b>112</b>	<b>9,007</b>	<b>\$2,097,585</b>	<b>\$50,000</b>	<b>\$66,000</b>	<b>\$66,000</b>	<b>\$40,000</b>	<b>\$100,000</b>	<b>\$130,000</b>	<b>\$270,000</b>	<b>\$402,000</b>	<b>\$2,459,668</b>	

**Notes and Assumptions:**

- Hours and dollars are rounded to nearest whole number.
- Estimated hours and totals by individual phases, tasks and subtasks may need to be periodically rebalanced during the course of the contract and dependent on actual workload.
- Subcontractors and outside services will be marked up 5%.
- Costs related to network infrastructure, computers, email, telephone, cell phones, and reproduction are included in the above hourly rates.
- Rates will be adjusted by 3% escalation per year at the beginning of each calendar year with first increase January 1, 2026.
- Mileage rates were calculated using the 2024 California reimbursement rate of \$0.67 per mile.

## EXHIBIT B

### Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### ***Application of Excess Liability Coverage***

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Reporting:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage not be cancelled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

***Waiver of Subrogation***

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII or a Standard & Poor's rating of at least BBB, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

***Verification of Coverage***

Consultant shall furnish the County with a copy of original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

\_\_\_\_\_ Exempt from Auto – By initialing, I certify Consultant’s officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

\_\_\_\_\_ Exempt from WC – By initialing, I certify Consultants is exempt from providing workers’ compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Elizabeth Durazo Date: 9/9/2025

Signature: Elizabeth Durazo Date: 9/9/2025

Elizabeth Durazo (Sep 9, 2025 14:18:02 PDT)

Consultant Name: Brown and Caldwell

*For CEO-Risk Management Division use only*

Exception: \_\_\_\_\_

Approved by CEO for Risk Management: Derick Holt Date: 9/9/2025

Derick Holt (Sep 9, 2025 11:40:06 PDT)

**Exhibit C**  
**American Rescue Plan Act**  
**State and Local Recovery Fund**  
**Requirements for Third-Party Contractors**

**1. GENERAL REQUIREMENTS.**

Coronavirus Local Fiscal Recovery Funds (“CLFRF”) may be used to fund all or a portion of this Agreement. Contractor shall comply with all federal requirements including, but not limited to, the following:

- a. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, Treasury’s Final Rule, and CLFRF reporting requirements, as applicable (collectively, the “CLFRF Compliance Requirements”). The CLFRF Compliance Requirements are expressly incorporated herein by reference.
- b. C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, sections 200.321 through 300.327 and Appendix II to Part 200, as applicable
- c. Federal Contract Provisions and Additional Federal Provisions included in this **Exhibit C**.

Subcontracts, if any, shall contain a provision making them subject to all applicable provisions of this Agreement, including but not limited to, CLFRF Compliance Requirements, 2 C.F.R. Part 200, and the Federal Contract Provisions and Additional Federal Provisions included in this **Exhibit C**.

With respect to any conflict between such federal requirements and the terms herein and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

Notwithstanding any other expiration date provided in this Agreement, the period of performance for the Owner’s ARPA award ends on December 31, 2026. Contractor acknowledges that failure to submit any documentation to the Owner (including but not limited to invoices, compliance reports, change orders, progress reports, or backup documentation supporting invoices) at least sixty days prior to any federal award deadline and/or failure to complete any activity required under the Agreement prior to the end of the period of performance of the federal award may result in loss of federal funds for the project and shall constitute an event of default under the Agreement. Nothing in this provision shall extend an earlier period for performance as may be set forth in the Agreement.

**2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

- a. Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
- b. Affirmative steps shall include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
  - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- c. Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by Owner.

**3. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH 2 C.F.R. § 200.327 AND APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

- a. APPENDIX II TO PART 200 (A); APPENDIX II TO PART 200 (B) – REMEDIES FOR BREACH; TERMINATION FOR CAUSE/CONVENIENCE:
  - i. The Contractor may be declared in breach of this Agreement (“Breach”) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, the Owner shall notify the Contractor of the Breach, and the

Contractor shall have a period of ten (10) days (or such longer period as the Owner may authorize in writing) after receipt of notice from the Owner to cure the Breach.

- ii. The Owner may, by written notice of termination to the Contractor specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (i) above (“Uncured Breach”).
- iii. If the contract is terminated in whole or in part for an Uncured Breach, the Owner may procure upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Contractor shall be liable to the Owner for any excess costs for such similar supplies or services, and for any other costs incurred by the Owner as a result of the Uncured Breach. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- iv. Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required project completion schedule.
- v. Payment for completed services or supplies delivered to and accepted by the Owner shall be at the contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed services or supplies such sum as the Owner determines to be necessary to protect the Owner against loss because of outstanding liens or claims of former lien holders, or to reimburse the Owner for any other costs related to the Uncured Breach.
- vi. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of the Owner.
- vii. The rights and remedies of the Owner provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

viii. Notwithstanding the above, the Owner may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in **Article 3 of the Agreement**, if the Owner determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of the Owner's remedies set forth above.

b. APPENDIX II TO PART 200 (C) – EQUAL EMPLOYMENT OPPORTUNITY; NONDISCRIMINATION:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

c. APPENDIX II TO PART 200 (E) – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Only applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

i. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. **Violation; liability for unpaid wages; liquidated damages.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous

d. APPENDIX TO PART 200 (F) – RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT:

- i. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.
    - ii. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- e. APPENDIX II TO PART 200 (G) – CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

  - i. Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
  - ii. Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

- f. APPENDIX II TO PART 200 (H) – DEBARMENT AND SUSPENSION:  
A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - ii. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - iii. This certification is a material representation of fact relied upon by Owner. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - iv. Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the Owner in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.
- g. APPENDIX II TO PART 200 (I) – BYRD ANTI-LOBBYING ACT:  
If this Agreement is in excess of \$100,000, Contractor shall sign the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the Owner the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR

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

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

h. APPENDIX II TO PART 200 (J) – §200.323 PROCUREMENT OF RECOVERED MATERIALS:

- i. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- ii. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site,  
  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iv. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

i. APPENDIX II TO PART 200 (K) – §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

- i. Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), including but not limited to the following:

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  2. Telecommunications or video surveillance services provided by such entities or using such equipment.
  3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- ii. See Public Law 115-232, section 889 for additional information.
- j. APPENDIX II TO PART 200 (L) – §200.322 DOMESTIC PREFERENCES FOR PROCUREMENT:
- i. Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.
  - ii. For purposes of this section:  
**“Produced in the United States”** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.  
  
**“Manufactured products”** means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 4. ADDITIONAL FEDERAL PROVISIONS

- a. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities the Owner, the Contractor or any other party pertaining to any matter resulting from this Agreement.
- b. The person signing this Agreement on behalf of the Contractor certifies to the best of his or her knowledge and belief that the Contractor is not delinquent in the repayment of any Federal debt as required by 28 U.S.C.S. § 3201.

- c. The Contractor understands that making false statements or claims in connection with this contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- d. The Contractor shall provide the Comptroller General of the United States, or any authorized representatives of the federal government access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- e. The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles. (Increasing Seat Belt Use in the United States – Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)).
- f. The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers (Reducing Text Messaging While Driving – Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)).
- g. The Contractor shall comply with all other applicable federal, state, and local laws, executive orders, regulations and policies governing this Agreement.
- h. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
- i. The Contractor shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

- j. The Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities; Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990.
- k. The Contractor shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- l. The Contractor shall take all necessary affirmative steps to prevent conflicts of interest as required by 2 C.F.R. § 200.318 and the City's conflict of interest policy, including but not limited to written disclosure to the City of any potential conflict of interest





CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

**\*\*COMPLETE AND RETURN THIS PAGE\*\***

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than \$500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than \$500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

- (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
- (2) Serve as a member of a board or commission;
- (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
- (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: <https://www.stanvote.com/pdf/elected-officials-list.pdf>. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?  YES  NO

- If YES, please identify the person(s) or agent(s) making the contribution:

\_\_\_\_\_

- If YES, please identify the County Officer receiving the contribution:

\_\_\_\_\_

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than \$500 to any County Officer in the twelve (12) months following any Board action related to this contract?  YES  NO

- If YES, please identify the person(s) or agent(s) making the contribution:

\_\_\_\_\_

- If YES, please identify the County Officer receiving the contribution:

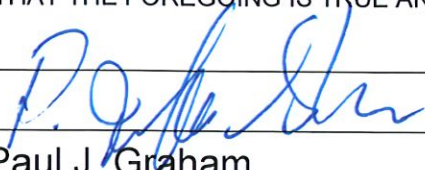
\_\_\_\_\_

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:

- Contracts under \$50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 	Date: 8/19/2025
Print Name: Paul J. Graham	
Title: Construction Manager	
Company: Mozingo Construction, Inc.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:



CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

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An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

- (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
- (2) Serve as a member of a board or commission;
- (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
- (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: <https://www.stanvote.com/pdf/elected-officials-list.pdf>. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?      **YES**      **NO**

- If YES, please identify the person(s) or agent(s) making the contribution:

\_\_\_\_\_

- If YES, please identify the County Officer receiving the contribution:

\_\_\_\_\_

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than \$500 to any County Officer in the twelve (12) months following any Board action related to this contract?      **YES**      **NO**

- If YES, please identify the person(s) or agent(s) making the contribution:

\_\_\_\_\_

- If YES, please identify the County Officer receiving the contribution:

\_\_\_\_\_

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of “licenses, permits, or other entitlements for use” for the purposes of the Act:

- Contracts under \$50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: <i>Christian Saleh</i>	Date
Print Name:	
Title:	
Company:	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title:



**CROWS LANDING**

INDUSTRIAL BUSINESS  
PARK & AIRFIELD

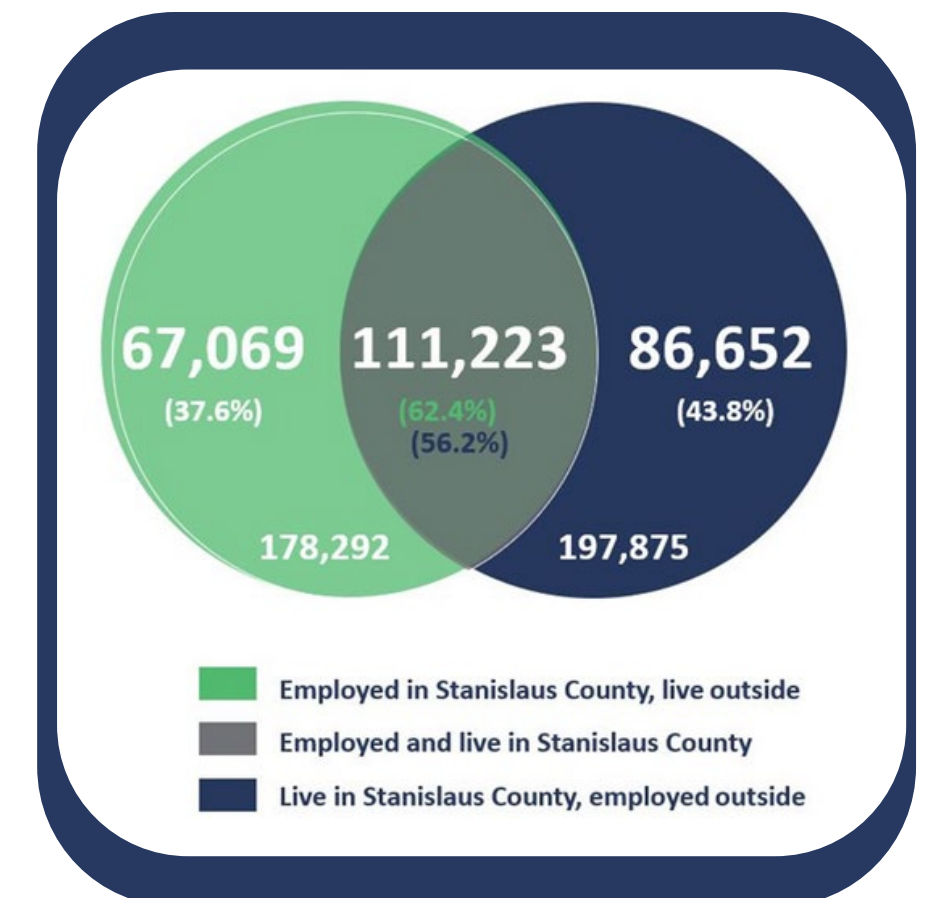
# CROWS LANDING INDUSTRIAL BUSINESS PARK (CLIBP) –

## *The Landing*

Project Overview & Phase 1A Water Facility Improvements

# PROJECT BACKGROUND

- Former NASA airfield (1,528 acres)
- 1,352 acres transferred to Stanislaus County in 2004
- Vision: Industrial hub with airport, jobs, and infrastructure
- 14M sq. ft. of industrial space, 370-acre airport, 14,000+ jobs



# LAND USE AND ENVIRONMENTAL COMPLIANCE

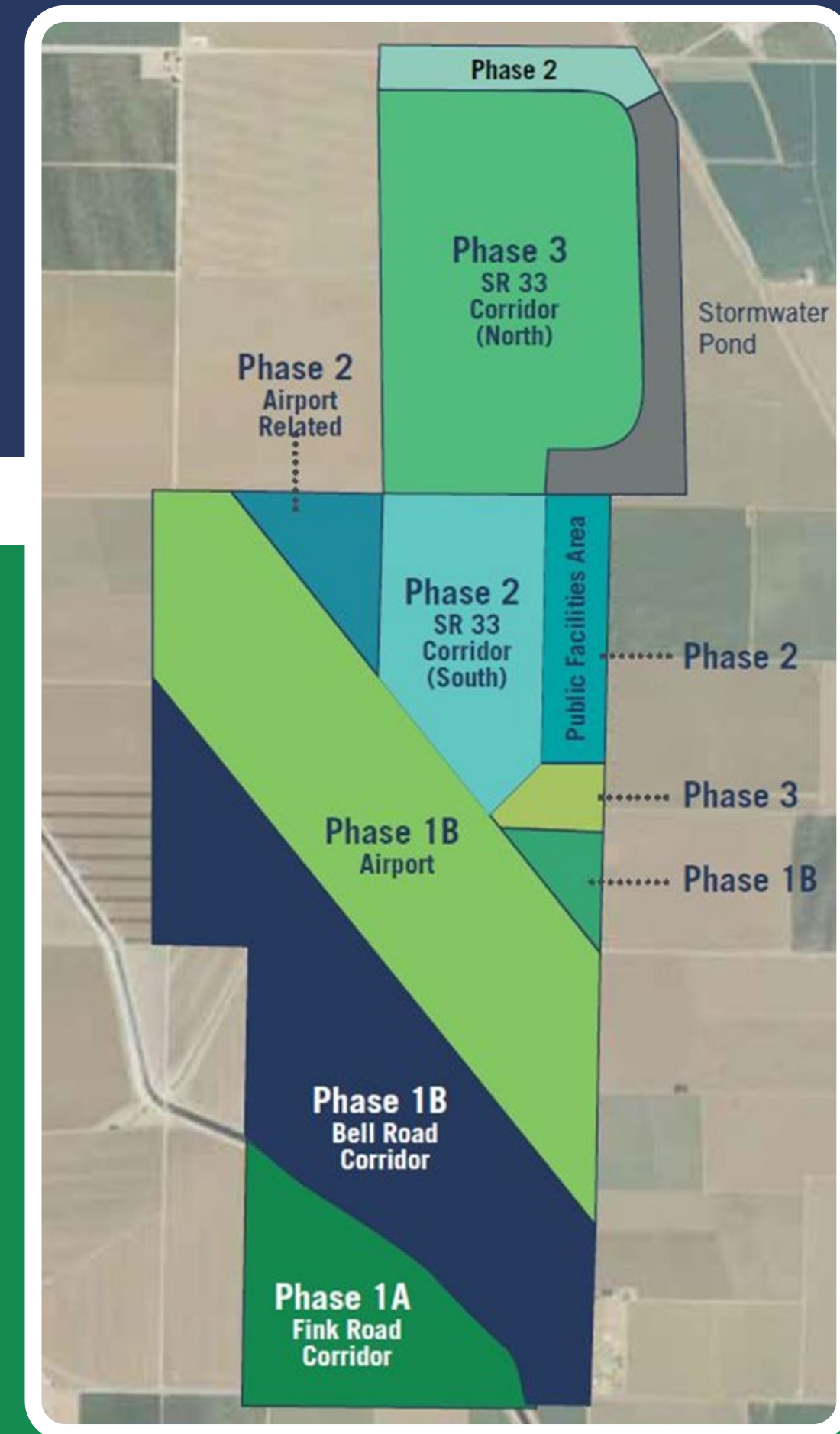
- 2018 - Specific Plan & Environmental Impact Report (EIR) Certified
- 2022 - Surplus Lands Act Compliance

# FISCAL OVERVIEW

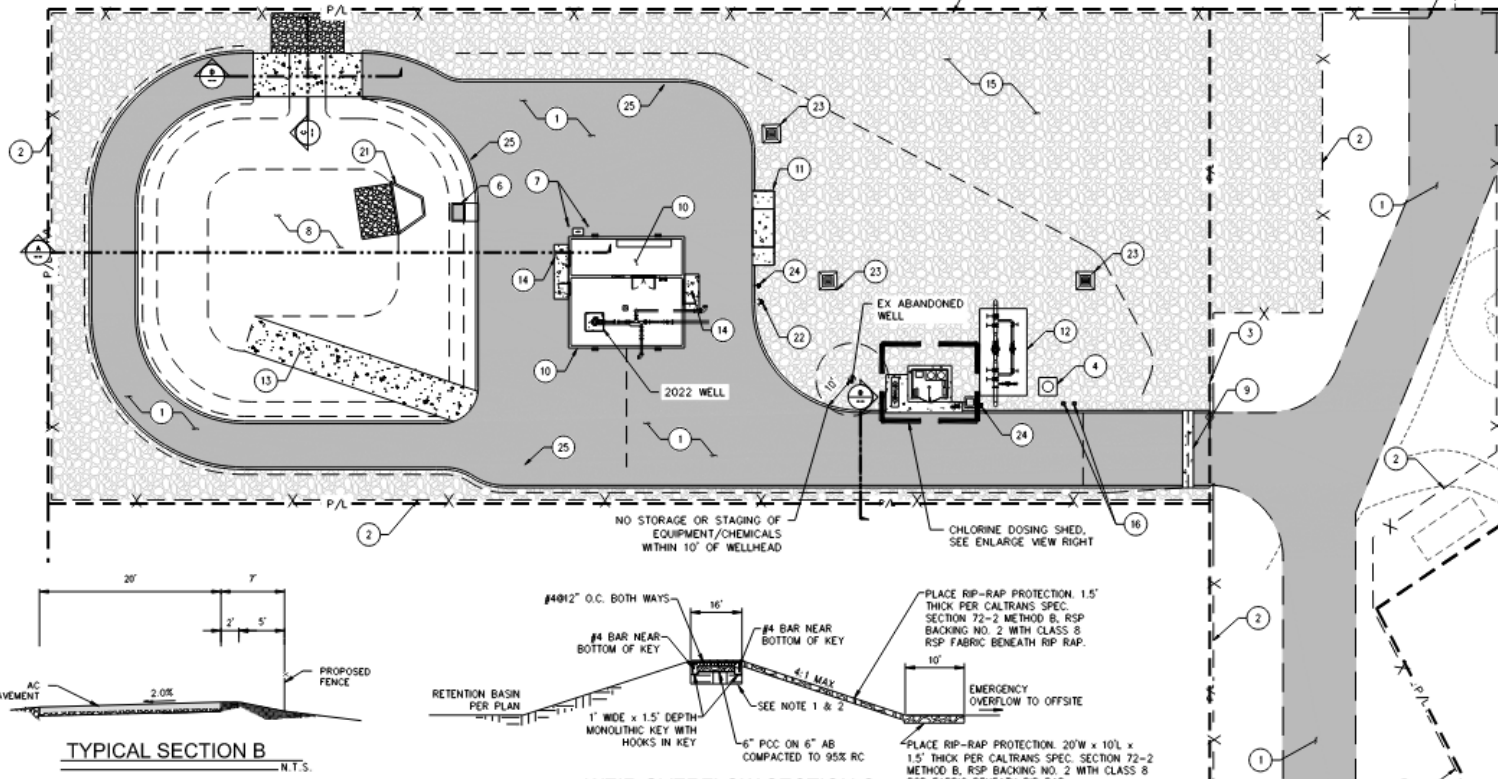
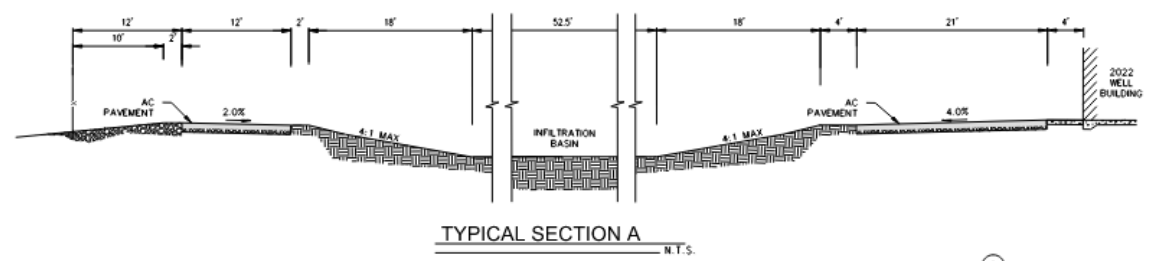
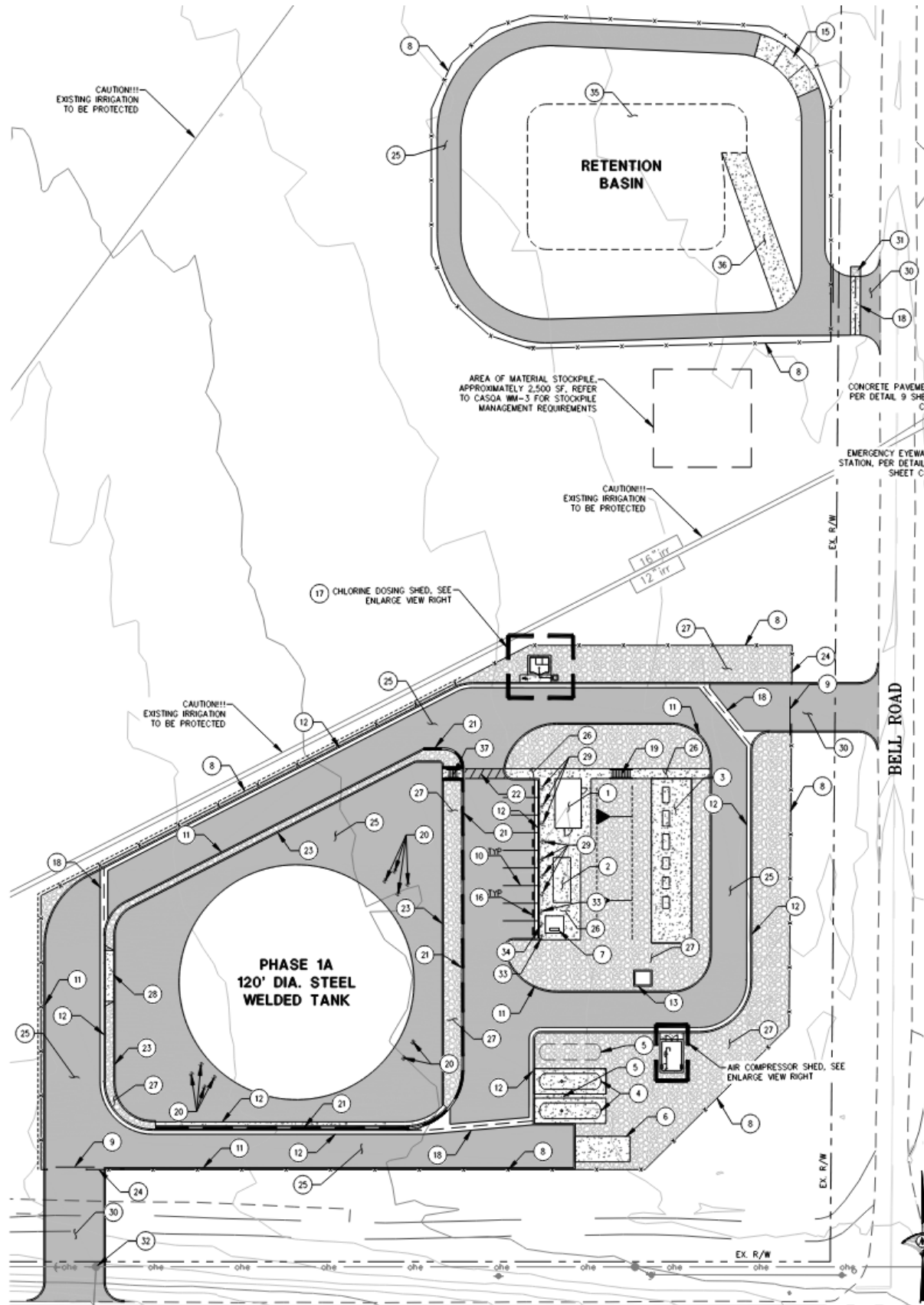
- \$14.8M Spent (2003 – 2025)
  - California Environmental Quality Act (CEQA) Studies
  - Airport consulting
  - Phase 1A design and engineering
  - Two wells improved
  - Security
  - General staff support (Public Works, General Services Agency)
  - Miscellaneous Consultant Services: EIFD, Marketing
- Funding: Temporary Uses (\$4.9M), ARPA (\$1.2M), General Fund (\$8.7M)
- Enhanced Infrastructure Financing District (EIFD) Created for Tax Increment Financing

# INFRASTRUCTURE PROGRESS

- Drilled two wells (2022 & 2024)
- Issued RFP for Construction Management
- Released Bid for Construction

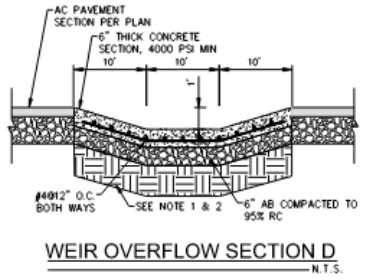


# PHASE 1A IMPROVEMENTS

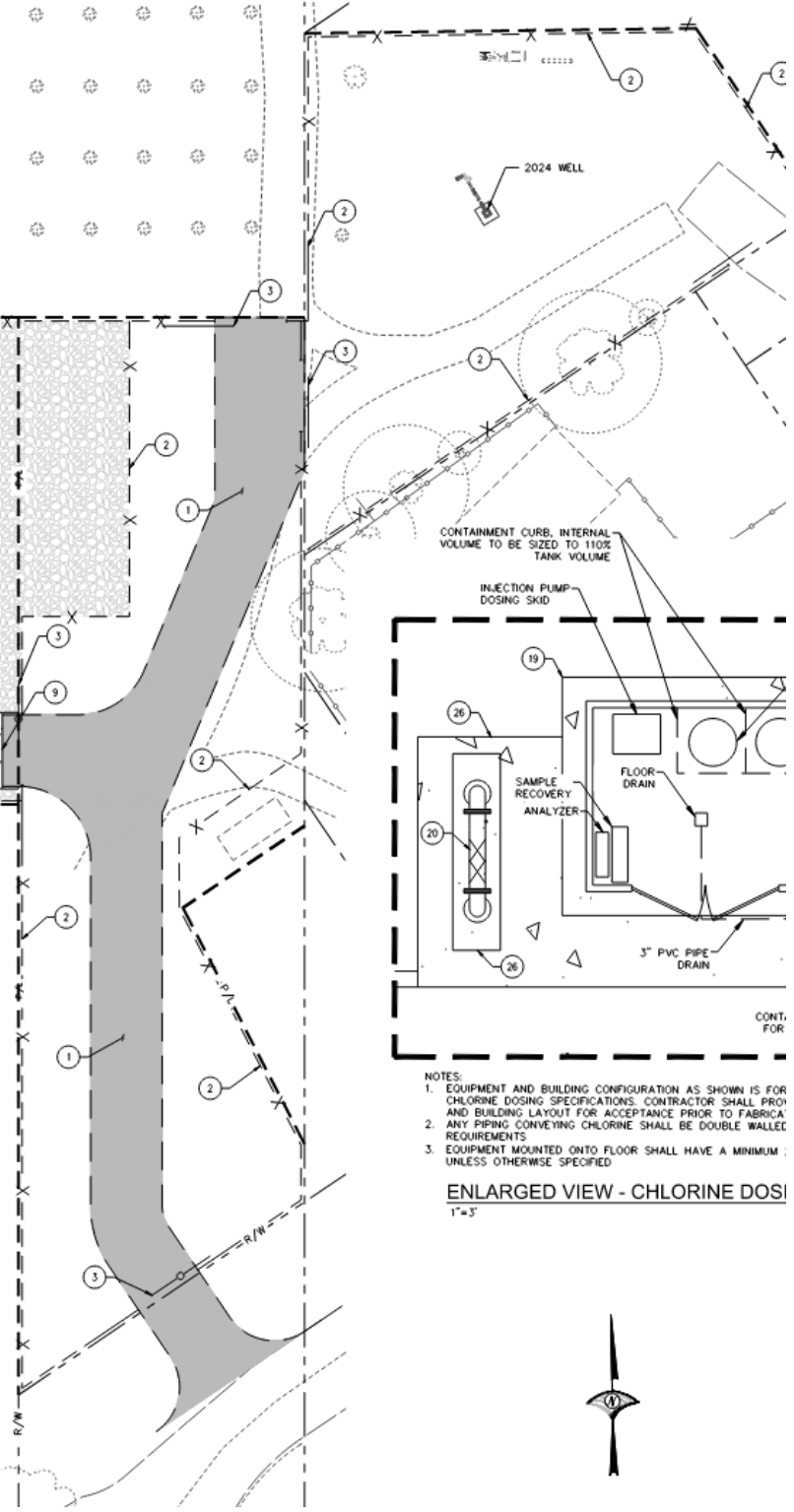


**REDUCTION NOTES**

- 14 PEDESTRIAN EXTERIOR FLATWORK CONCRETE PAVEMENT PER DETAIL 5 SHEET CD-2
- 15 CRUSHED ROCK PER DETAIL 4 SHEET CD-2
- 16 WATER SAMPLING STATION PER DETAIL 3 SHEET CD-3
- 17 NOT USED
- 18 EMERGENCY EYEWASH SHOWER PER DETAIL 7 SHEET MD-1
- 19 10'W x 12'L CHLORINE DOSING SHED PAD PER DETAIL 6 SHEET S-5
- 20 DISINFECTION INJECTION STATIC MIXER, SEE CHLORINE DOSING SHED ENLARGE VIEW AND DETAILS 5 AND 6 SHEET MD-1
- 21 DRAINAGE BASIN SIDE INLET PER COUNTY OF STANISLAUS PLATE NO. 4-C4
- 22 FIRE HYDRANT ASSEMBLY PER CITY OF MODOesto DETAIL 630, SEE DETAIL 2 SHEET CD-3
- 23 PRECAST CONCRETE GRATE INLET PER DETAIL 1 SHEET CD-2
- 24 HOSE BIB PER DETAIL 6 SHEET CD-2
- 25 INSTALL PAVEMENT EDGE SUPPORT PER DETAIL 9 SHEET CD-2



NOTES:  
1. SUBGRADE SHALL BE PREPARED BY SCARIFYING, MOISTURE CONDITIONING WITHIN 2% OPTIMUM, AND RECOMPACT TO 90% DENSITY OF LABORATORY MAX DRY DENSITY.



# PHASE 1A IMPROVEMENTS

- 1.6M Gallon Tank
- Booster Pumps
- Pressure Reducing Valves
- Control station at Water Plant
- Topside well improvements
  - 2022 Well (County Owned)
  - 2024 Well (CLCSD Owned – <sup>7</sup> Project backup well)
- 1.75 miles of 12” water pipe between wells and the Project
  - One pipe for raw water
  - One pipe for treated water



# CONSTRUCTION MANAGEMENT

- July 17, 2024 - RFP posted
- Proposal received: Brown and Caldwell
- Evaluation criteria: experience, innovation, financials
- Negotiated fee: \$2.5M (10% of construction cost)
- Board approval required per policy
- Brown and Caldwell have been awarded a small contract for constructability reviews
- Will be recommended to be awarded with Construction Contract

# INFRASTRUCTURE STATUS



- Engineer's estimate: \$20M
- July 10 , 20 25 - Bids Received
- August 20 25 - Bids Reviewed
  - Mozingo Construction: \$23.59 M  
(recommended)
  - Mountain Cascade: \$64.3M
- Nov 20 25 - Construction to Start
- Fall 20 27 - Completion
- Annual O&M: ~\$300 K



# TIMELINE & SCOPE

1942	Commission as an auxiliary airfield to Naval Auxiliary Air Station (NAAS) Alameda. Constructed to train military pilots during WWII.
1991	Defense Base Closure and Realignment Commission recommended closure.
1994	NASA assumed custody of the Crows Landing Naval Auxiliary Landing Field.
1999	NASA divested itself of the Crows Landing Facility, transferred all right, title, and interest of the United States to Stanislaus County following environmental cleanup and remediation.
2004	NASA conveyed 1,352 acres of the 1,528-acre property to Stanislaus County. Environmental remediation completed on 160 acres of the remaining 176 acres.
2018	Specific Plan adopted by County Board of Supervisors with Certified EIR.  <b>Phase 1A</b> infrastructure design initiated.
2019	NASA completes an initial Finding of Suitability for Transfer for most of the remaining property with Navy continuing to perform groundwater remediation on 16-acres.
2024	<b>Phase 1A</b> initial design being prepared. Water supply planning underway.
2025	Initiate development of <b>Phase 1A</b> adjacent to Fink Road. Construction projected to begin.
2025	Navy to convey to County remaining 16-acres.
Phase 1B	Development includes the airport.
Phase 2	Includes the central portion of the site, as well as new facilities, airport improvements, and development of public facilities. Additionally, this phase includes infrastructure and roadway improvements to support the new development.
Phase 3	To be developed in the northernmost part of the site, where business can capitalize on their proximity to Highway 33. Ongoing infrastructure and roadway improvements would be provided to support development.



- Area: Fink Rd (S), Davis Rd (W), Marshall Rd (N), Bell Rd/Hwy 33 (E)
- Water mains under Fink Rd to connect CLIBP to community wells
- New well facilities near Bonita Ave & 4th St
- Includes storage, pumping, treatment, and transmission

# FISCAL IMPACT



Construction:  
\$23.59M



Contingency  
(10%): \$2.36M



CM Contract: \$2.5M



County Engineering:  
\$100K



Total: \$28.55M



Potential Funding  
Gap: ~\$1.1M



Budget increase: +\$218K revenue, +\$5.8M appropriations

# Phase 1A Overall Budget – 2023

Project Phase	Cost
Topside improvements (recommended)	\$3,000,000
Onsite Grading and Drainage, Fink Widening	\$10,000,000
Water Plant (recommended)	\$11,000,000
Waste Water Facilities	\$7,000,000
Landscaping	\$2,000,000
Subtotal	\$33,000,000
Construction Management Contingency – 20%	\$6,600,000
County Staff Time	\$400,000
Total	\$40,000,000

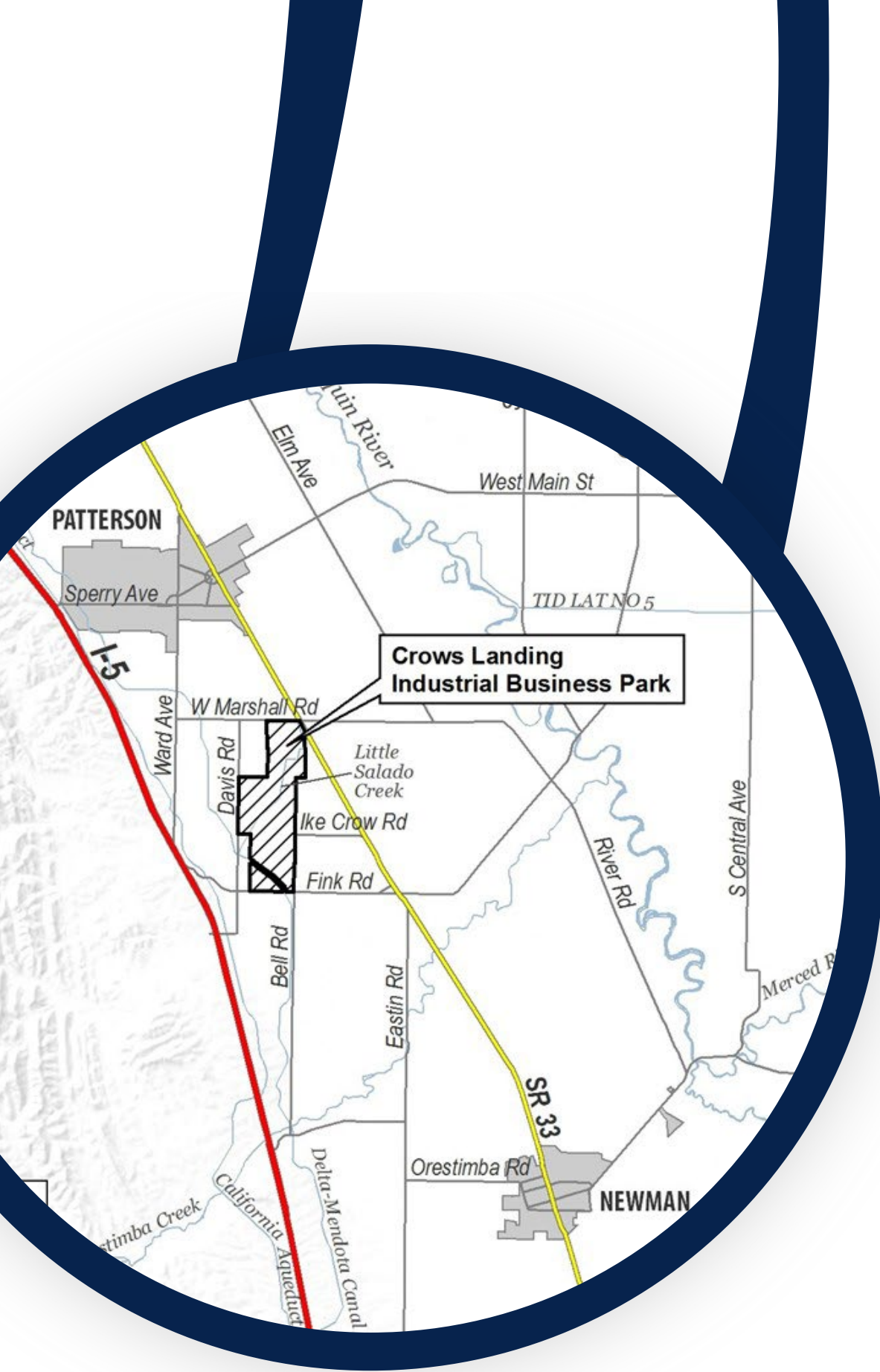
# CONTACT & ACKNOWLEDGEMENT

**Construction Project Lead:**  
**David A. Leamon, Public Works Director**

**Development Project lead:**  
**Erica Inacio, Deputy Executive Officer**

## **Supporting Agencies:**

Public Works, Planning, General Services Agency, Chief Executive Office, Department of Environmental Resources, NASA, DTSC



## NEXT STEPS

- Initiate Construction
- Continue NASA Parcel Transfer
- Renew Master Developer process
- Alternative Development Options (Casino/Hospital Project)

# Staff Recommendations:

1. Approve the plans and specifications for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project.
2. Award a construction contract to Mozingo Construction, Inc., for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project.

# Staff Recommendations:

3. Authorize the Director of Public Works to execute a contract with Mozingo Construction, Inc., for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project, in the amount of \$23,590,000, as recommended by the General Services Agency Director/Purchasing Agent.
4. Authorize the Director of Public Works to execute change orders, not-to-exceed 10%, in accordance with Public Contract Code Section 20137 and 20142.

# Staff Recommendations:

5. Approve a Professional Construction Management Services Agreement with Brown and Caldwell, Inc., for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project.
6. Authorize the General Services Agency Director/Purchasing Agent to execute a Professional Construction Management Services Agreement with Brown and Caldwell, for the Crows Landing Industrial Business Park Phase 2022 & 2024 Well Improvements, Phase 1A Water Facility and Offsite Water Project, with a not-to-exceed amount of \$2,499,585, and to sign necessary documents.

# Staff Recommendations:

7. Direct the Auditor-Controller to increase estimated revenue by \$218,438 and appropriations by \$5,800,625 in the County Operations - Crows Landing Industrial Business Project budget unit, as detailed in the attached budget journal.
8. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.



Questions?